



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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September 30, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

31 September 30, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**AWARD A SOLE-SOURCE AGREEMENT FOR AN INTEGRATED TRANSPORTATION  
MANAGEMENT SYSTEM WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR ENHANCEMENT  
AND CONTINUED MAINTENANCE  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

This action is to award and authorize the Director of Public Works or her designee to execute a sole-source agreement with Kimley-Horn and Associates, Inc., for a not-to-exceed agreement sum of \$2,700,000 to enhance and continue maintenance of the Kimley-Horn Integrated Transportation System, which is the existing traffic control system for the unincorporated areas of the County of Los Angeles and participating cities.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Award a sole-source agreement with Kimley-Horn and Associates, Inc., commencing upon execution by the parties for an initial term of 4 years from the County's notice to proceed, with one 2-year extension option at the County's sole discretion, and a not-to-exceed agreement sum of \$2,700,000.

2. Authorize the Director of Public Works or her designee to execute the agreement; to exercise the one 2-year extension option with no increase in the County's maximum obligation as provided for in the agreement; and to execute future amendments to add or change certain terms or conditions as required by the Board of Supervisors or Chief Executive Officer, subject to review and approval by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to award and authorize the Director or her designee to execute a sole-source agreement, which will provide enhancements, as well as continued maintenance of the Kimley-Horn Integrated Transportation System (KITS) for the unincorporated areas of the County and participating cities.

KITS is a traffic signal control system that allows traffic signals to be monitored and controlled from a workstation at a remote location, such as a traffic management center, City Hall, or maintenance yard. It provides for continuous monitoring of traffic conditions and traffic signal operations allowing for faster and more efficient maintenance responses. The existing system currently involves more than 680 intersections and is operated from the Public Works Traffic Management Center in Alhambra. KITS is a proprietary system owned by Kimley-Horn for which the County has been granted a perpetual license. As a result, Kimley-Horn is the only firm that is able to perform enhancements to the County's existing traffic control system, KITS, under the agreement.

The proposed enhancements to KITS will provide additional features for operating traffic signals to monitor and manage traffic conditions, while building upon the benefits achieved by the existing system. They will further improve the staff's ability to remotely diagnose traffic signal malfunctions, resolve traffic problems, and implement solutions in real time, which will increase productivity by expediting and reducing the time required to perform maintenance.

In addition, an essential component of the proposed agreement will provide interface with the County's Information Exchange Network, allowing for the exchange of arterial traffic data and information between this system and other cities. This information sharing allows for implementation of arterial traffic management strategies and coordinated traffic signal operations that will provide for improved travel times on a regional basis.

Public Works keeps current with industry trends in traffic management and control systems and believes that an enhanced KITS will not only keep pace with industry developments but will continue to be the best and the most cost-effective solution to meet the County's needs.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Service Delivery (Goal 3), as Kimley-Horn's specialized expertise provides these services accurately, efficiently, timely, and in a responsive manner to support Public Works in meeting this plan.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The maximum County obligation for the entire term of the agreement, including the optional extended term, is \$2,700,000 and will be financed with \$2,119,000 in Los Angeles County Metropolitan Transportation Authority Call for Projects, Proposition C Discretionary Grant funds for the Gateway Cities Traffic Signal Forum, South Bay Traffic Signal Forum, San Gabriel Valley Traffic Signal Forum, and the Information Exchange Network and \$581,000 in Proposition C Local Return match funds. On an annual basis, the Board has established a \$2,500,000 top-of-pot allocation from the Proposition C Local Return Fund Budget for the County's Traffic Congestion Management Program. The \$581,000 will be funded from this top-of-pot allocation. Financing for this agreement is included in the Proposition C Local Return Fund Fiscal Year 2014-15 Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On October 19, 2004, the Board approved Agreement PW 75124 with Kimley-Horn for the procurement and installation of KITS as the County's traffic control system and for the provision of system support and maintenance, all for a not-to-exceed agreement sum of \$2,072,250. The agreement, as amended throughout its term, is set to expire on November 1, 2014.

The recommended agreement (Enclosure A), which has been reviewed and approved by County Counsel, as to form, provides for a maximum agreement sum of \$2,700,000 that includes an allocation of \$440,000 for maintenance and support; \$150,000 for hosting services; \$302,000 for unforeseen additional work that may be required by the County during the term of the agreement; and the remaining \$1,808,000 for tasks relating to the development and implementation of enhancements to KITS.

The recommended agreement includes all of the Chief Executive Officer's and Board of Supervisors' required provisions. The agreement also contains industry standard information technology provisions, including intellectual property indemnification, software performance warranties, and provisions entitling the County to remedies in the event of deficient performance by Kimley-Horn.

The award of this agreement will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this agreement, which is for services required on an as-needed and intermittent basis; hence, this agreement is not a Proposition A agreement (Los Angeles County Code, Chapter 2.121).

The agreement includes a cost-of-living adjustment provision in accordance with the Board's Policy approved on January 29, 2002.

Public Works has reviewed Kimley-Horn's financial resources and there is no going concern. The Chief Executive Office Risk Management Branch has reviewed and concurred with the provisions relating to insurance and indemnification. The Chief Information Office reviewed this Board letter and recommends approval. The Chief Information Office determined this recommended action contains no new Information Technology matters requiring analysis. Therefore, no formal Chief Information Office analysis is required.

**ENVIRONMENTAL DOCUMENTATION**

In accordance with Section 15378(b) of the California Environmental Quality Act Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of the California Environmental Quality Act.

**CONTRACTING PROCESS**

On February 6, 2014, Public Works submitted an advance notification to advise the Board of our intent to conduct sole-source agreement negotiations with Kimley-Horn for the enhancement and continued maintenance of the current operating traffic control system, which explained the purpose of the system and the procurement process. The sole-source notification and justification are enclosed under Enclosure B.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

KITS provides two-way communications and control functions between traffic signal controllers and workstations installed at the Public Works Traffic Management Center and various cities within the County. Approving the proposed sole-source agreement to enhance the system and extend its maintenance, ensures system reliability and support for core traffic management operations for the County and partnering cities.

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Traffic and Lighting Division.

Respectfully submitted,



GAIL FARBER

Director



RICHARD SANCHEZ

Chief Information Officer

GF:DRL:mrh

Enclosures

c: Chief Executive Office (Rita Robinson)  
Chief Information Office  
County Counsel (Victoria Mansourian)  
Executive Office



**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**



**AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.,  
FOR  
INTEGRATED TRANSPORTATION MANAGEMENT  
SYSTEM PHASE II**

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**JULY 2014**

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## **EXHIBITS**

Exhibit A Statement of Work

- Attachment A.1 System Requirements
- Attachment A.2 Software Configuration
- Attachment A.3 System Architecture
- Attachment A.4 Acceptance Certificate

Exhibit B Price and Schedule of Payments

- Schedule B.1 Hourly Labor Rates
- Schedule B.2 Additional Work Schedule

Exhibit C System Maintenance

Exhibit D Administration of Agreement

Exhibit E Confidentiality and Assignment Agreement

Exhibit F Contractor's EEO Certification

Exhibit G Jury Service Ordinance

Exhibit H Safely Surrendered Baby Law

Exhibit I Source Code Escrow Agreement (if any)

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County"), and Kimley-Horn and Associates, Inc., North Carolina corporation (hereinafter "Contractor") (hereinafter collectively also the "parties").

## **RECITALS**

WHEREAS, Kimley-Horn and Associates, Inc. (hereinafter also "KHA") is a contractor that has developed proprietary software systems, including the traffic control system known as "KITS"; and

WHEREAS, County desires to employ Contractor to deliver, implement, integrate and customize or modify the KITS software system in order to provide County with Phase II of an advanced Integrated Transportation Management System (hereinafter "System") for the benefit of County's Department of Public Works (hereinafter "Department"); and

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications, technical competence, and staffing to provide to County the work contemplated by this Agreement; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, County and Contractor agree as follows:

### **1. APPLICABLE DOCUMENTS**

#### **1.1 INTERPRETATION**

The provisions of this document (hereinafter "Base Agreement"), along with Exhibits A, B, C, D, E, F, G, H and I including all Attachments and Schedules thereto, whether attached hereto, and described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A – Statement of Work

Attachment A.1 – System Requirements

Attachment A.2 – Software Configuration

Attachment A.3 – System Architecture

Attachment A.4 – Acceptance Certificate

Exhibit B – Price and Schedule of Payments

Schedule B.1 – Hourly Labor Rates

Schedule B.2 – Additional Work Schedule

Exhibit C – System Maintenance

Exhibit D – Administration of Agreement

Exhibit E – Confidentiality and Assignment Agreement

- Exhibit F – Contractor’s EEO Certification
- Exhibit G – Jury Service Ordinance
- Exhibit H – Safely Surrendered Baby Law
- Exhibit I – Source Code Self Escrow Agreement (if any)

1.2 ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

1.3 DEFINITIONS

The terms and phrases in this Paragraph 1.3 in quotes and with initial letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in this Agreement.

1.3.1 AGREEMENT

The term “Agreement” has the meaning set forth in Paragraph 1.2 (Entire Agreement).

1.3.2 ACCEPTANCE

The term “Acceptance” shall mean County’s written approval of any tasks, subtasks, deliverables, goods, services or other Work, including Acceptance Tests, provided by Contractor to County pursuant to this Agreement.

1.3.3 ACCEPTANCE TEST

The term “Acceptance Test” shall mean shall mean any of the System acceptance tests conducted by County or Contractor, as applicable, under Exhibit A (Statement of Work).

1.3.4 ACCEPTANCE TEST REPORT

The term “Acceptance Test Report” shall mean shall mean a report provided by Contractor to County demonstrating that the System has passed the applicable Acceptance Test(s), as required under Exhibit A (Statement of Work).

1.3.5 ADDITIONAL CUSTOMIZATIONS

The term “Additional Customization(s)” shall mean configurations and any other customizations of Application Software, and related Documentation, that Contractor may provide following Go-Live upon County’s request therefor as Software Modifications in accordance with Paragraph 5.3 (Additional Work) and 8.4 (Additional Work), which will update Schedule B.2 (Additional Work Schedule). Once accepted and approved by County, Additional Customizations shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.6 ADDITIONAL HARDWARE

The term “Additional Hardware” shall mean the hardware and other equipment, and related Documentation, that Contractor may provide as part of Additional Work following Go-Live upon County’s request therefor as Additional Products in accordance with Paragraph 5.3 (Additional Work) and 8.4 (Additional Work), which will update Schedule B.2 (Additional Work Schedule). Once accepted and approved by County, Additional Hardware shall become part of, and be deemed, Solution Hardware for the purpose of this Agreement.



1.3.7 ADDITIONAL INTERFACES

The term “Additional Interface(s)” shall mean Interfaces, and related Documentation, that Contractor may provide following Go-Live upon County’s request therefor as Software Modifications in accordance with Paragraph 5.3 (Additional Work) and 8.4 (Additional Work), which will update Schedule B.2 (Additional Work Schedule). Once accepted and approved by County, Additional Interfaces shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.8 ADDITIONAL PRODUCTS

The term “Additional Product(s)” shall mean any item of Additional Software or Additional Hardware, and related Documentation, that Contractor may provide as part of Additional Work following Go-Live upon County’s request therefor.

1.3.9 ADDITIONAL SOFTWARE

The term “Additional Software” shall mean any additional Application Software, including additional licenses and/or applications, and related Documentation, that Contractor may provide following Go-Live upon County’s request therefor in accordance with Paragraph 5.3 (Additional Work) and 8.4 (Additional Work), which will update Schedule B.2 (Additional Work Schedule). Once accepted and approved by County, Additional Software shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.10 ADDITIONAL TRAINING

The term “Additional Training” shall mean the Training regarding the Solution, which Contractor may provide following Go-Live upon County’s request therefor as Professional Services in accordance with Paragraph 5.3 (Additional Work) and 8.4 (Additional Work), which will update Schedule B.2 (Additional Work Schedule).

1.3.11 ADDITIONAL WORK

The term “Additional Work” shall mean Application Modifications, Professional Services and/or Additional Products that may be provided by Contractor to County following Go-Live upon County’s request and approval.

1.3.12 AGREEMENT

The term “Agreement” shall have the meaning specified in Section 1.1 (Interpretation).

1.3.13 AMENDMENT

The term “Amendment” shall have the meaning specified in Paragraph 4 (Changes Notices and Amendments).

1.3.14 ANNUAL FEES

The term “Annual Fee(s)” shall mean the annual portion of the Service Fees to be paid by County to Contractor for System Maintenance commencing upon Notice to Proceed in accordance with the terms of this Agreement, including Exhibit B (Price and Schedule of Payments).

1.3.15 APPLICATION MODIFICATIONS

The term “Application Modification(s)” shall mean Software Modifications, Additional Software, Software Updates and any Replacement Products, and related Documentation, that may be provided by Contractor to County under this Agreement. Once accepted and

approved by County, Application Modifications shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.16 APPLICATION SOFTWARE

The term “Application Software” shall mean all Baseline Application, Interfaces, Applications Modifications and Customizations, including Server Application and Client Application, and related Documentation, provided by Contractor to County as part of the Solution in accordance with the terms of this Agreement.

1.3.17 BASE AGREEMENT

The term “Base Agreement” shall have the meaning specified in Paragraph 1.1 (Interpretation) above.

1.3.18 BASELINE APPLICATION

The term “Baseline Application” shall mean the Core Application, Third Party Application, Baseline Customizations and Baseline Interfaces, and related Documentation, implemented by Contractor pursuant to this Agreement as part of the Implementation Services in order to meet the System Requirements.

1.3.19 BASELINE CUSTOMIZATIONS

The term “Baseline Customization(s)” shall mean the customizations to the Core Application, and related Documentation, provided by Contractor upon County’s election in order for the Solution to meet all of the System Requirements selected by County.

1.3.20 BASELINE INTERFACES

The term “Baseline Interface(s)” shall mean Interfaces, and related Documentation, provided by Contractor pursuant to this Agreement as part of the Baseline Application, which shall meet some or all of the System Requirements.

1.3.21 BOARD OF SUPERVISORS; BOARD

The terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors, which is the governing body of County.

1.3.22 BUSINESS DAY

The term “Business Day” shall mean any day of eight (8) working hours from 7:00 a.m. to 6:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

1.3.23 BUSINESS HOURS

The term “Business Hours” shall have the meaning specified in Section 1 (General) of Exhibit C (System Maintenance).

1.3.24 CHANGE NOTICE

The term “Change Notice” shall have the meaning specified in Paragraph 4 (Changes Notices and Amendments). Agreement, including agreed upon Scope of Work and Maximum Fixed Price, or other changes to the Statement of Work or System Requirements allowable under the Agreement.

1.3.25 CHANGE ORDER

The term “Change Order” shall mean the Change Notice executed by the parties for acquisition of Additional Work under the Change Notice.

1.3.26 CLIENT APPLICATION

The term “Client Application” shall mean the Application Software, if any, residing in the Client Environment.

1.3.27 CLIENT ENVIRONMENT

The term “Client Environment” shall mean the client environment provided by County in accordance with Contractor’s specifications, including workstations, operating system software and web browsers that will be used by County Users to access the System.

1.3.28 COLA; COST OF LIVING ADJUSTMENT

The terms “COLA” and “Cost of Living Adjustment” shall have the meaning specified in Paragraph 8.7 (Cost of Living Adjustment).

1.3.29 CONFIDENTIAL INFORMATION

The term “Confidential Information” shall mean any data or information, in any format, and includes sensitive financial information, any County data and any other information otherwise deemed confidential by County or by Contractor or by applicable Federal, State or local law, as further specified in Paragraph 18 (Confidentiality and Security).

1.3.30 CONSULTING SERVICES

The term “Consulting Services” shall mean Professional Services that Contractor may provide following Go-Live upon County’s request therefor in accordance with Paragraph 5.3 (Additional Work) and 8.4 (Additional Work), which will update Schedule B.2 (Additional Work Schedule).

1.3.31 CONTRACT SUM

The term “Contract Sum” shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 8.1 (Maximum Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

1.3.32 CONTRACTOR

The term “Contractor” shall have the meaning specified in the Recitals to the Agreement.

1.3.33 CONTRACTOR KEY PERSONNEL

The term “Contractor Key Personnel” shall have the meaning specified in Paragraph 3.1 (Contractor Administration).

1.3.34 CONTRACTOR KEY STAFF

The term “Contractor Key Staff” shall have the meaning specified in Paragraph 3.3 (Approval of Contractor’s Staff).

1.3.35 CONTRACTOR’S PROJECT DIRECTOR; CONTRACTOR’S PD

The terms “Contractor’s Project Director” and “Contractor’s PD” shall have the meaning specified in Paragraph 3.2.1 (Contractor’s Project Director).

1.3.36 CONTRACTOR’S PROJECT EXECUTIVE

The term “Contractor’s Project Executive” shall be the person designated as such in Section 2 (Contractor Key Personnel) of Exhibit D (Administration of Agreement).



- 1.3.37 CONTRACTOR’S PROJECT MANAGER; CONTRACTOR’S PM  
The terms “Contractor’s Project Manager” and “Contractor’s PM” shall have the meaning specified in Paragraph 3.2.2 (Contractor’s Project Manager).
- 1.3.38 CORE APPLICATION  
The term “Core Application” shall mean Contractor’s pre-developed software and other tools, and related Documentation, provided by Contractor pursuant to this Agreement as part of the Baseline Application, which shall meet some or all of the System Requirements.
- 1.3.39 COTS  
The term “COTS” shall mean Commercial Off-The-Shelf.
- 1.3.40 COUNTY  
The term “County” shall mean the County of Los Angeles, California, including its Department of Public Works.
- 1.3.41 COUNTY KEY PERSONNEL  
The term “County Key Personnel” shall have the meaning specified in Paragraph 2.1 (County Administration).
- 1.3.42 COUNTY MATERIALS  
The term “County Materials” shall have the meaning specified in Paragraph 16.1 (County Materials).
- 1.3.43 COUNTY SOFTWARE  
The term “County Software” shall mean any County software installed and utilized by County in their Client Environment.
- 1.3.44 COUNTY’S PROJECT DIRECTOR  
The term “County’s Project Director” shall have the meaning specified in Paragraph 2.2.1 (County’s Project Director).
- 1.3.45 COUNTY’S PROJECT MANAGER  
The term “County’s Project Manager” shall have the meaning specified in Paragraph 2.2.2 (County’s Project Manager).
- 1.3.46 COUNTY-OWNED CUSTOMIZATIONS  
The term “County-Owned Customizations” means the customizations developed by or on behalf of the Contractor for the benefit of County, which customizations the parties agree do not constitute an improvement, modification or addition to existing Contractor proprietary software (other than developer tools or programs), and which is provided pursuant to a Change Order. Any customization that will become a County-Owned Customization pursuant to clause above shall be specifically identified as a County-Owned Customization in the applicable Change Order. Such County-Owned Customizations are and become a component of the System Software.
- 1.3.47 CUSTOMIZATIONS  
The term “Customization(s)” shall mean the customizations or other modifications to the Application Software, including Baseline Customizations and Additional Customizations, and related Documentation, which may be provided by Contractor during the term of the

Agreement upon County's election in order for the Solution to meet existing or future System Requirements selected by County.

1.3.48 DATA MIGRATION

The term "Data Migration" shall mean migration of Existing Data.

1.3.49 DAY

The term "Day" shall mean calendar day and not Business Day.

1.3.50 DEFICIENCY; DEFICIENCIES

The terms "Deficiency" and "Deficiencies", whether singular or plural, shall mean any of the following: any malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from System Requirements, Specifications, County approved deliverables, any published and/or mutually agreed upon standards or any other representations or warranties by Contractor under the Agreement regarding the Solution; and/or any other problem which results in the Solution, or any component thereof, not performing in compliance with the provisions of this Agreement, including but not limited to the Specifications and System Requirements.

1.3.51 DELIVERABLE; DELIVERABLE

The terms "Deliverable" and "deliverable" shall mean items and/or services provided or to be provided by Contractor under this Agreement, including numbered Deliverable(s) in Exhibit A (Statement of Work).

1.3.52 DEPARTMENT; DPW; PUBLIC WORKS

The terms "Department", "DPW" and "Public Works" shall mean and refer to County's Department of Public Works.

1.3.53 DIRECTOR

The term "Director" shall mean the Director of Public Works or her designee.

1.3.54 DISPUTE RESOLUTION PROCEDURE

The term "Dispute Resolution Procedure" shall mean and refer to the provisions of Paragraph 53 (Dispute Resolution Procedure) describing the procedure for resolving the disputes arising under or with respect to this Agreement.

1.3.55 DOCUMENTATION

The term "Documentation" shall mean any and all written and electronic materials provided or made available by Contractor under this Agreement, including, but not limited to, documentation relating to software specifications and functions, training course materials, Specifications including System Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the Solution and/or applicable components.

1.3.56 DOWNTIME

The term "Downtime" shall have the meaning specified in Section 4 (Downtime Credits) of Exhibit C (System Maintenance).



1.3.57 DOWNTIME CREDITS

The term “Downtime Credit(s)” shall have the meaning specified in Section 4 (Downtime Credits) of Exhibit C (System Maintenance).

1.3.58 DUE DATE

The term “Due Date” shall mean the due date for the completion of any Deliverable in the Project Schedule.

1.3.59 EFFECTIVE DATE

The term “Effective Date” shall mean the date of execution of this Agreement by County and the authorized representative(s) of Contractor.

1.3.60 EXISTING DATA

The term “Existing Data” shall mean the data of any of County’s existing systems to be migrated and/or converted by Contractor as part of Implementation Services in accordance with Exhibit A (Statement of Work).

1.3.61 EXTENDED TERM

As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 7.2 (Extended Term).

1.3.62 EXTERNAL DATA

The term “External Data” shall mean the data of any of Interfaced Systems, exported from or migrated or imported into the Solution by an Interface or as part of Implementation Services.

1.3.63 FINAL ACCEPTANCE

The term “Final Acceptance” shall mean County’s written approval of the System in accordance with the terms of this Agreement.

1.3.64 FINAL ACCEPTANCE DATE

The term “Final Acceptance Date” shall mean the date of Final Acceptance.

1.3.65 GO-LIVE

The term “Go-Live” shall mean the point at which the Solution will be activated and in use in the live Production Environment by County, following County’s approval.

1.3.66 GO-LIVE DATE

The term “Go-Live Date” shall mean the date of Go-Live.

1.3.67 HARDWARE UPGRADES

The term “Hardware Upgrade(s)” shall mean and include any additions to and/or replacements to the Solution Hardware, available or made available subsequent to Go-Live, in order to comply with specifications set forth in this Agreement.

1.3.68 HOSTING SERVICES

The term “Hosting Services” shall mean and include any services, including data storage, website and application, provided by Contractor to County over the Internet as specified in Exhibit A (Statement of Work).

1.3.69 HOURLY LABOR RATES

The term “Hourly Labor Rates” means a fully burdened hourly rate, which includes a blended and allocated average of direct and indirect costs, overhead, administrative expenses and any and all other incidental expenses attributable to each personnel hour worked.

1.3.70 IMPLEMENTATION COST

The term “Implementation Cost” shall mean the fees for the cost of Implementation Services, as specified in Exhibit B (Price and Schedule of Payments).

1.3.71 IMPLEMENTATION PERIOD

The term “Implementation Period” shall mean the period from the Effective Date of the Agreement through the Final Acceptance of the System by County.

1.3.72 IMPLEMENTATION SERVICES

The term “Implementation Services” shall mean System Environment setup, Solution and Solution Software installation, data migration and/or conversion, Acceptance Tests, Training and other Work to be provided by Contractor as part of the Solution implementation pursuant to Exhibit A (Statement of Work) up to and including Final Acceptance of the System.

1.3.73 INITIAL TERM

The term “Initial Term” shall have the meaning specified in Paragraph 7.1 (Initial Term).

1.3.74 INTERFACED SYSTEM

The term “Interfaced System” shall mean any system interfaced with the Solution as part of the System, including where County Software resides.

1.3.75 INTERFACES

The term “Interface(s)” shall mean the set of software mechanisms, consisting of Baseline Interfaces and Additional Interfaces, which may be provided by Contractor under this Agreement, which allow the transfer of electronic data and/or software commands between computer systems, networks, applications or modules, and related Documentation.

1.3.76 KEY DELIVERABLE

The term “Key Deliverable” shall mean a Deliverable marked as such on Exhibit B (Price and Schedule of Payments).

1.3.77 LEVEL 1 SEVERITY

The term “Level 1 Severity” shall have the meaning specified in Section 3.2 (Corrective Maintenance) of Exhibit C (System Maintenance).

1.3.78 LEVEL 2 SEVERITY

The term “Level 2 Severity” shall have the meaning specified in Section 3.2 (Corrective Maintenance) of Exhibit C (System Maintenance).

1.3.79 LEVEL 3 SEVERITY

The term “Level 3 Severity” shall have the meaning specified in Section 3.2 (Corrective Maintenance) of Exhibit C (System Maintenance).

1.3.80 LICENSE

The term “License” shall have the meaning specified in Paragraph 10.2 (License).

1.3.81 MAXIMUM FIXED PRICE

The term “Maximum Fixed Price” shall mean the maximum amount to be paid by County to Contractor for identified Deliverables listed under Exhibit A (Statement of Work) in accordance with the prices, rates and other fees listed in Exhibit B (Price and Schedule of Payments) and any Additional Work approved by County to be provided by Contractor in accordance Paragraph 5.3 (Additional Work) and 8.4 (Additional Work) of the Base Agreement.

1.3.82 MONTHLY FEE

The term “Monthly Fee” shall mean 1/12<sup>th</sup> of the Annual Fee.

1.3.83 PHASE

The term “Phase” shall have the meaning specified in Section 1 (Project Phases) of Exhibit A (Statement of Work).

1.3.84 POOL DOLLARS

The term “Pool Dollars” shall mean the amount allocated under this Agreement for the provision by Contractor of Additional Work, including Application Modifications, Professional Services and Additional Products, approved by County in accordance with the terms of this Agreement.

1.3.85 PROBLEM SEVERITY LEVEL; SEVERITY LEVEL

The terms “Problem Severity Level” and “Severity Level” shall have the meaning specified in Section 3.2 (Corrective Maintenance) of Exhibit C (System Maintenance).

1.3.86 PRODUCTION ENVIRONMENT

The term “Production Environment” shall mean the System Environment set up by Contractor for Production Use of the Solution as part of Implementation Services pursuant to Exhibit A (Statement of Work).

1.3.87 PRODUCTION USE

The term “Production Use” shall mean the actual use of the Solution in the Production Environment for the performance of County’s operations commencing upon Go-Live.

1.3.88 PROFESSIONAL SERVICES

The term “Professional Service(s)” shall mean Consulting Services and/or Additional Training that Contractor may provide following Go-Live upon County’s request therefor in the form of Additional Work in accordance with Paragraph 5.3 (Additional Work) and 8.4 (Additional Work).

1.3.89 PROJECT SCHEDULE

The term “Project Schedule” shall mean the agreed upon timeline for the Tasks, Subtasks and Deliverables specified in Exhibit A (Statement of Work) and Exhibit B (Price and Schedule of Payments).

1.3.90 RELEASE CONDITIONS

As used herein, the term “Release Condition(s)” shall have the meaning set forth in Paragraph 10.3.3 (Source Code Release Conditions).



1.3.91 REPLACEMENT PRODUCT

The term “Replacement Product” shall have the meaning set forth in Paragraph 112.3 (Continuous Product Support).

1.3.92 SCOPE OF WORK

The term “Scope of Work” shall mean the scope of Additional Work agreed by the parties to be provided by Contractor as Additional Work.

1.3.93 SECURITY REQUIREMENTS

The term “Security Requirements” shall mean and refer to the System security requirements specified in and agreed to by Contractor.

1.3.94 SELF ESCROW

As used herein, the term “Self Escrow” shall have the meaning specified in Paragraph 10.3.1 (Source Code Escrow).

1.3.95 SERVER APPLICATION

The term “Server Application” shall mean the Application Software residing in the Server Environment.

1.3.96 SERVER ENVIRONMENT

The term “Server Environment” shall mean the architectural and operational environment for the Solution provided by Contractor as part of the System, and related Documentation, including Server Software and Server Hardware.

1.3.97 SERVER HARDWARE

The term “Server Hardware” shall mean the hardware and other equipment, and related Documentation, including networking, provided by Contractor as part of the Solution.

1.3.98 SERVER SOFTWARE

The term “Server Software” shall mean the software and other products provided by Contractor as part of the Server Environment, including operating software and database software.

1.3.99 SERVICE FEES

The term “Service Fee(s)” shall mean and include the fees to be paid by County to Contractor for the provision of System Maintenance, including Maintenance Services and Support Services, in accordance with the terms of this Agreement, including Exhibit B (Price and Schedule of Payments).

1.3.100 SERVICES

The term “Services” shall mean Implementation Services, Maintenance Services, Support Services, any services that are part of Additional Work and any other services provided by Contractor under this Agreement.

1.3.101 SOFTWARE MODIFICATIONS

The term “Software Modification(s)” shall mean Additional Customizations and Additional Interfaces, and related Documentation, that Contractor may provide following Go-Live upon County’s request therefor as Application Modifications in accordance with Paragraph 5.3

(Additional Work) and 8.4 (Additional Work), which will update Schedule B.2 (Additional Work Schedule).

1.3.102 SOFTWARE UPDATES

The term “Software Update(s)” shall mean and include any additions to and/or replacements to the Solution Software, available or made available subsequent to Go-Live, and shall include all Application Software performance and functionality enhancement releases, new Version Releases, Server Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software consisting of Server Application and Client Application, including but not limited to those required for the Solution to remain in compliance with applicable Federal and State laws and regulations and the terms of this Agreement, provided by Contractor in accordance with Exhibit C (System Maintenance), with all Schedules thereto.

1.3.103 SOLUTION

The term “Solution” shall mean the combination of the software, hardware, hosting services, maintenance, technical support and other work, including all Solution Software, Solution Data, Server Environment, Third Party Products and related Services, provided by Contractor to County in accordance with the terms of this Agreement.

1.3.104 SOLUTION DATA

The term “Solution Data” shall mean the data utilized by the Solution.

1.3.105 SOLUTION HARDWARE

The term “Solution Hardware” shall mean the hardware and other equipment, and related Documentation, provided by Contractor under the Agreement, including Server Hardware and any Additional Hardware.

1.3.106 SOLUTION SOFTWARE

The term “Solution Software” shall mean all Application Software, Third Party Software and Software Updates, and related Documentation, provided by Contractor to County as part of the Solution in accordance with the terms of this Agreement.

1.3.107 SOLUTION UPDATE(S)

The term “Solution Update(s)” shall mean and include any additions, replacements or other modifications to the Solution, including Solution Software and Solution Hardware, provided by Contractor in order to meet the requirements of this Agreement, including the Exhibit C (System Maintenance), with all Schedules thereto, and the Specifications.

1.3.108 SOURCE CODE

The term “Source Code” shall mean the source code for Application Software, to the extent available, developed for or licensed by Contractor to County under this Agreement, including Baseline Application, Application Modifications, Interfaces and Customizations, together with all Documentation and other proprietary information related to such source code.

1.3.109 SOURCE CODE ESCROW

As used herein, the term “Source Code Escrow” shall have the meaning specified in Paragraph 10.3.1 (Source Code Escrow).

1.3.110 SOURCE CODE ESCROW AGREEMENT

As used herein, the term “Source Code Escrow Agreement” shall mean any agreement, including all addenda, amendments and modifications thereto, utilized by Contractor for depositing into escrow the Source Code for Application Software in accordance with Paragraph 10.3.1 (Source Code Escrow).

1.3.111 SPECIFICATIONS

The term “Specification(s)” shall mean any or all of the following, as applicable:

- (1) All specifications, requirements and standards set forth in Attachment A.1 (System Requirements) and the Deliverables in Exhibit A (Statement of Work).
- (2) All System Performance Requirements and standards set forth in this Agreement, including, but not limited to, requirements for System Availability and Response Time identified in Exhibit C (System Maintenance).
- (3) The Documentation, to the extent not inconsistent with any of the foregoing in this definition.
- (4) All specifications identified as such by Contractor, including, but not limited to, the Project Schedule and the Project Plan, but only to the extent: (i) not inconsistent with any of the foregoing in this Paragraph; and (ii) acceptable to County in its sole discretion.
- (5) All System Environment requirements and certifications provided by Contractor in accordance with this Agreement with respect to the System.
- (6) All requirements and/or specifications added to the Solution by Additional Work, including Application Modifications and Additional Products, and any Solution Updates, including Software Updates and Hardware Upgrades.
- (7) All written and/or electronic materials furnished by or through Contractor regarding the Application Software or the Solution, including functionality, features, capacity, availability, response times, accuracy or any other performance or other System criteria or any element of the System or any System component.

1.3.112 STATE

The term “State” means the State of California.

1.3.113 STATEMENT OF WORK; SOW

The terms “Statement of Work” and “SOW” shall mean the Work to be provided by Contractor pursuant to this Agreement identified in terms of Tasks, Subtasks and Deliverables in Exhibit A (Statement of Work).

1.3.114 SYSTEM

The term “System” shall mean the infrastructure of the Solution, including but not limited to the Solution, the System Environment, all Interfaced Systems and any Additional Work that may be provided by Contractor to County following Go-Live upon County’s request in accordance with the terms of this Agreement.



1.3.115 SYSTEM ENVIRONMENT

The term “System Environment” shall mean the architectural and operational environment of the System, and related Documentation, including the Server Environment and the Client Environment.

1.3.116 SYSTEM HARDWARE

The term “System Hardware” shall mean hardware and other equipment provided by County or Contractor, as applicable, as part of the System Environment.

1.3.117 SYSTEM MAINTENANCE

The term “System Maintenance” shall mean Maintenance Services and Support Services provided by Contractor in accordance with Exhibit C (System Maintenance), as further specified in Paragraph 5.2 (System Maintenance).

1.3.118 SYSTEM REQUIREMENTS

The term “System Requirements” shall mean business, operational, technical and/or functional requirements relating to the operation or utilization of the System, as specified in Attachment A.1 (System Requirements).

1.3.119 SYSTEM SOFTWARE

The term “System Software” shall mean the software, including Application Software and Third Party Software, provided by County or Contractor, as applicable, as part of the System.

1.3.120 TASK; TASK; SUBTASK; SUBTASK

The terms “Task”, “task”, “Subtask” and “subtask” shall mean one of the areas of work to be performed under this Agreement, including those identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).

1.3.121 TEST ENVIRONMENT

The term “Test Environment” shall mean the System Environment set up by Contractor for System testing pursuant to Exhibit A (Statement of Work), including via Acceptance Tests.

1.3.122 THIRD PARTY APPLICATION

The term “Third Party Application” shall mean the portion of the Application Software provided by Contractor to County under this Agreement that is not proprietary to Contractor.

1.3.123 THIRD PARTY PRODUCTS

The term “Third Party Product(s)” shall mean any products of third parties provided by Contractor to County under this Agreement in the form of Additional Products as part of the Solution, which are neither Application Software nor Server Environment components, but may include Third Party Software or Additional Hardware.

1.3.124 THIRD PARTY SOFTWARE

The term “Third Party Software” shall mean any software of third parties provided by Contractor or County under this Agreement as part of the Solution, including Third Party Application and Server Software.

1.3.125 TRAINING

The term “Training” shall mean training relating to the Solution to be provided by Contractor pursuant to this Agreement, including initial System training and any Additional Training that County may acquire as part of Professional Services.

1.3.126 USER

The term “User” shall mean any person authorized by County to access or use the System pursuant to this Agreement.

1.3.127 VERSION RELEASE

The term “Version Release” shall mean Contractor’s Application Software major version upgrade which may contain new software functionalities and features and/or system compatibilities.

1.3.128 WARRANTY PERIOD

The term “Warranty Period” shall have the meaning specified in Paragraph 12.1 (System Warranties), as further specified in Exhibit A (Statement of Work).

1.3.129 WORK

The term “Work” shall mean any and all tasks, subtasks, deliverables, goods, services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement, including Solution components, Implementation Services, System Maintenance and Additional Work.

1.3.130 WORK DAY

The term “Work Day” shall mean any day of eight (8) working hours from 7:00 a.m. to 6:00 p.m. Pacific Time (PT), Monday through Thursday, excluding County observed holidays.

**2. ADMINISTRATION OF AGREEMENT – COUNTY**

2.1 COUNTY ADMINISTRATION

All persons administering this Agreement on behalf of County and identified in this Paragraph 1.3.130 below (hereinafter “County Key Personnel”) are listed in Section 1 (County Key Personnel) of Exhibit D (Administration of Agreement). Unless otherwise specified, reference to each of the persons listed in such Section 1 (County Key Personnel) of Exhibit D (Administration of Agreement) shall also include his/her designee. County will notify Contractor in writing of any change in the names and/or addresses of County Key Personnel.

No member of County Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 4 (Changes Notices and Amendments).

2.2 COUNTY KEY PERSONNEL

2.2.1 COUNTY’S PROJECT DIRECTOR

County’s Project Director will be responsible for ensuring that the objectives of this Agreement are met. County’s Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.



## 2.2.2 COUNTY'S PROJECT MANAGER

County's Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Agreement are met. County's Project Manager will interface with Contractor's Project Manager on a regular basis. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to technical standards and functional performance. Unless specified otherwise, County's Project Manager shall be the designee of County's Project Director.

## 2.3 COUNTY PERSONNEL

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

## 2.4 APPROVAL OF WORK

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Agreement must have the written approval of County's Project Manager as described in this Paragraph 2.4. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

## 3. **ADMINISTRATION OF AGREEMENT – CONTRACTOR**

### 3.1 CONTRACTOR ADMINISTRATION

All persons administering this Agreement on behalf of Contractor and identified in this Paragraph 3 below (hereinafter "Contractor Key Personnel") are listed in Section 2 (Contractor Key Personnel) of Exhibit D (Administration of Agreement). All staff employed by and/or on behalf of Contractor, including the persons listed in such Section 2 (Contractor Key Personnel) of Exhibit D (Administration of Agreement), shall be adults who are fully fluent in both spoken and written English. Contractor shall notify County in writing of any change in the names and/or addresses of Contractor Key Personnel.

### 3.2 CONTRACTOR KEY PERSONNEL

#### 3.2.1 CONTRACTOR'S PROJECT DIRECTOR

Contractor's Project Director shall be responsible for Contractor's performance of all its tasks, subtasks and other Work and ensuring Contractor's compliance with this Agreement. Contractor's Project Director shall meet and confer with County's Project Director as required by County. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Director and Contractor's Project Director.

#### 3.2.2 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 3.5 (Status Reports by Contractor). Contractor's Project Manager shall interface with County's Project Manager on a regular basis to review project progress and discuss project coordination. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Director and Contractor's Project Director.

### 3.3 APPROVAL OF CONTRACTOR'S STAFF

- 3.3.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 3.3.2 County shall have the right to approve or disapprove each member, or proposed member, of Contractor's Project Director, Contractor's Project Manager and any staff providing Training or on-site Work to County under this Agreement or with access to any of County's sensitive information (hereinafter "Contractor Key Staff") prior to and during their performance of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such Contractor Key Staff. County's Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor Key Staff performing, or offering to perform, Work hereunder. Contractor shall provide County with a resume of each such proposed initial Contractor Key Staff member and a proposed substitute and an opportunity to interview such person prior to his/her performance of any Work hereunder.
- 3.3.3 In addition, Contractor shall provide to County's Project Director an executed Confidentiality and Assignment Agreement (Exhibit E) for each member of the Contractor Key Staff performing Work under this Agreement on or immediately after the Effective Date, but in no event later than the date such member of the Contractor Key Staff first performs Work under this Agreement.
- 3.3.4 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor Key Staff. Contractor shall promptly fill any Contractor Key Staff vacancy with personnel having qualifications at least equivalent to those of the Contractor Key Staff member(s) being replaced.
- 3.3.5 In the event Contractor should ever need to remove any member of the Contractor Key Staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with any member of the Contractor Key Staff during the term of the Agreement, Contractor shall replace such person with another to County's satisfaction.
- 3.3.6 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 3.3.7 All staff employed by and on behalf of the Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the state of California. All Contractor Key Personnel and all other members of the Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

### 3.4 BACKGROUND AND SECURITY INVESTIGATIONS

- 3.4.1 Each Contractor employee shall undergo and pass a criminal background investigation prior to starting work under this Agreement. Contractor shall conduct additional criminal background investigations of all Contractor Employees every two years and upon request of County at its sole discretion. The background investigation shall include criminal conviction



information from an agency acceptable to County such as local law enforcement or Live Scan from the California Department of Justice. All fees associated with obtaining the background information shall be borne by Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.

- 3.4.2 No Contractor employee shall have a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity and Contractor shall be under a continuing obligation to immediately remove any Contractor employee having a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity. Contractor may only make an exception to this requirement if Contractor determines that there were mitigating circumstances or that the conviction is not related to the Contractor employee position and that Contractor employee poses no threat or risk to County or public.
- 3.4.3 Contractor shall annually submit to County's Project Director a certificate of compliance attesting that each Contractor employee is eligible for employment under this Agreement according to the requirements pursuant to this Paragraph 3.4.
- 3.4.4 County may immediately, in its sole discretion, deny or terminate facility access to any Contractor's staff, including subcontractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County's facility access.
- 3.4.5 Disqualification, if any, of Contractor's staff, including subcontractor staff, pursuant to this Paragraph 3.4 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

### 3.5 STATUS REPORTS BY CONTRACTOR

In addition to any reports required elsewhere pursuant to this Agreement including the Statement of Work, in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor shall provide to County's Project Manager, as frequently as requested by County's Project Manager, but in no event more frequently than monthly, written reports which shall include, at a minimum, the following information:

- (1) Period covered by the report;
- (2) Overview of the reporting period;
- (3) Tasks, subtasks, deliverables, goods, services and other Work scheduled for the reporting period which were completed;
- (4) Tasks, subtasks, deliverables, goods, services and other Work scheduled the reporting period which were not completed;
- (5) Tasks, subtasks, deliverables, goods, services and other Work not scheduled for but completed in the reporting period.
- (6) Tasks, subtasks, deliverables, goods, services and other Work scheduled to be completed in the next reporting period;
- (7) Issues resolved and to be resolved;
- (8) Summary of project status as of reporting date; and
- (9) Any other information which County may from time-to-time require.

### 3.6 RULES AND REGULATIONS

- 3.6.1 During the time when Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the reported violation is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and continue uninterrupted Work hereunder.

### 3.7 CONTRACTOR'S STAFF IDENTIFICATION

- 3.7.1 Contractors shall provide each member of the staff assigned to this Agreement staff a visible photo identification badge. While on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge.
- 3.7.2 Contractor shall notify County within one (1) Business Day when staff is terminated from work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from Work under this Agreement.

If County requests the removal of Contractor's staff, Contractor shall be responsible to retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from work under this Agreement.

## 4. **CHANGES NOTICES AND AMENDMENTS**

### 4.1 GENERAL

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 4. County reserves the right to change any portion of the Work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 4.

### 4.2 CHANGE NOTICES

Except as otherwise provided in this Agreement, for any change requested by County which does not materially affect the scope of Work or term, payments or any term or condition included in this Agreement, a negotiated written notice of such change (hereinafter "Change Notice") shall be prepared and executed by County's Project Director and Contractor's Project Director or Contractor's authorized representative(s). Consistent with the foregoing, the parties shall execute a Change Notice in the form of a Change Order for any acquisition of Additional Work under the Agreement or other changes to the Statement of Work or System Requirement allowable under the Agreement by Change Notice.



#### 4.3 AMENDMENTS

For any change (a) that materially affects any term or condition in this Agreement, or (b) the cost for which would exceed the Pool Dollars, then a negotiated amendment shall be prepared and executed by Contractor's authorized representative(s) and County's Board of Supervisors or if delegated by the Board, the Director and Contractor' authorized representative(s).

#### 4.4 PROJECT SCHEDULE

Changes to the Project Schedule shall be made upon mutual agreement, in writing, by County's Project Director and Contractor's Project Director by Change Notice or otherwise, provided that County's Project Director's and Contractor's Project Director's agreement to alter the Project Schedule shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 4.3 (Amendments) above.

#### 4.5 BOARD ORDERS

Notwithstanding any other provision of this Paragraph 4 or Paragraph 21 (Termination/Suspension for Convenience), Director shall take all appropriate actions to carry out any orders of County's Board of Supervisors relating to this Agreement, which directly impact the Solution or the budget allocated for the Solution or the Agreement, and, for this purpose, Director is authorized: (i) to issue written notice(s) of partial or total termination of this Agreement pursuant to Paragraph 21 (Termination/Suspension for Convenience) without further action by County's Board of Supervisors and/or (ii) to prepare and execute Amendment(s) to this Agreement, which shall reduce the scope of Work and the Contract Sum without further action by County's Board of Supervisors.

##### 4.5.1 Such notices of partial or total termination shall be authorized under the following conditions:

- (1) Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances, and publicly known guidelines and directives.
- (2) Director shall obtain the approval of County Counsel for any notice.
- (3) Director shall file a copy of all notices with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each notice.

##### 4.5.2 Such Amendments shall be authorized under the following conditions:

- (1) Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations and ordinances, and publicly known guidelines and directives.
- (2) County's Board of Supervisors has appropriated sufficient funds for purposes of such Amendments and this Agreement.
- (3) Director shall obtain the approval of County Counsel for any Amendment.
- (4) Director shall file a copy of all Amendments with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each Amendment.

#### 4.6 CHANGE ORDERS

Change Orders proposed or executed by the parties for acquisition of Additional Work or other changes to the Statement of Work or System Requirements allowable under the Agreement by Change Notice shall include, unless waived in writing by County's Project Director:

- (1) A quotation of a "not to exceed" Maximum Fixed Price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion schedule and a monthly budget of anticipated expenditures (including labor expenses calculated using the Hourly Labor Rates for personnel time);
- (2) Staff level recommended for completion of the applicable Work;
- (3) Estimated personnel hours for completion of the requested Work;
- (4) To the extent Application Modifications are requested, functional System Software Specifications;
- (5) Final delivery date for completed Work, including any post-delivery acceptance period as may be applicable;
- (6) If applicable, a revised Task and Deliverable completion schedule under the SOW for the remaining Work (i.e., other than the Work requested under the Change Order);
- (7) A description and Contractor's cost of any applicable hardware, third party software, or other materials required to complete the requested Work; and
- (8) If applicable and mutually agreed upon by County and Contractor, a statement that the requested Work is a County-Owned Customization.

#### 4.7.1 DURATION OF CHANGE ORDER PRICE QUOTATION

Contractor's quotations under the proposed Change Order, including the "not to exceed price" under Paragraph 4.6, shall be valid for ninety (90) days from the date of its submission.

#### 4.7.2 CHANGE ORDER DISPUTE RESOLUTION

In the event the parties fail to agree on the amount to be paid by County for the Work requested pursuant to a Change Order, County may, upon notice to Contractor, elect to direct Contractor to commence performing such Work (and Contractor agrees to commence performing such Work) and resolve the dispute over amounts owed to Contractor in accordance with the Dispute Resolution Procedure. To give effect to the preceding sentence, however, County agrees to pay and will pay the undisputed portion of such fees in accordance with the procedures set forth in Paragraph 4.1 (General) and Paragraph 9 (Invoices and Payments).

#### 4.7.3 CHANGE ORDER AUDIT

County is entitled to audit, in accordance with Paragraph 30 (Records and Audits), Contractor's compliance with Paragraph 4.6 (Change Order) with respect to the Work performed pursuant to any Change Order.

#### 4.7 FACSIMILE/ELECTRONIC MAIL TRANSMISSION

Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile and electronic mail transmission representations of original signatures of authorized officials



of each party, when appearing in appropriate places on the Change Notices prepared pursuant to this Paragraph 4 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Agreement, such that the parties need not follow up facsimile/electronic mail transmissions of such documents by subsequent (non-facsimile) transmissions of “original” versions of such documents.

## **5. SCOPE OF WORK**

In exchange for County’s payment to Contractor of the applicable fees arising under the Agreement and invoiced by Contractor, Contractor shall (a) on a timely basis provide, complete, deliver and implement all Work set forth in this Agreement, including Exhibit A (Statement of Work) and Exhibit C (System Maintenance), Contractor shall perform all such tasks, subtasks, deliverables, goods, services and other Work in accordance with Exhibit A (Statement of Work) with all Attachments thereto and Exhibit C (System Maintenance) with all Schedules thereto at the applicable rates and prices specified in Exhibit B (Price and Schedule of Payment) with all Schedules thereto.

### **5.1 SOLUTION COMPONENTS**

Contractor shall provide the License to all Solution Software, including but not limited to Application Software, Third Party Software and all Software Updates, all Server Environment components, including Server Software and Server Hardware, and any Third Party Products that may be acquired by County, in order to meet the System Requirements as such may be revised during the term of the Agreement, all in accordance with the provisions of Paragraph 10 (System Ownership and License) and the Agreement.

### **5.2 SYSTEM MAINTENANCE**

Contractor shall provide to County System Maintenance services relating to the maintenance and support of the System, including but not limited to Maintenance Services and Support Services, as provided in, and in accordance with, this Agreement, including Exhibit C (System Maintenance). System Maintenance obligations shall commence upon Notice to Proceed and shall continue through the term of this Agreement.

### **5.3 ADDITIONAL WORK**

Upon the written request of County’s Project Director or designee following Go-Live and mutual agreement, Contractor shall provide to County Additional Work using Pool Dollars, including Software Modifications, Professional Services and/or Additional Products, in accordance with Paragraph 8.4 (Additional Work) at the applicable pricing terms set forth in Exhibit B (Price and Schedule of Payments). Software Modifications shall only include those products and services relating to the requirements not reflected on the Effective Date in the Specifications or System Requirements, as determined by County’s Project Director or designee.

Upon County’s request and Contractor’s agreement to provide the Additional Work, Contractor shall provide to County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed Scope of Work and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Exhibit B (Price and Schedule of Payments), including Schedules B.1 (Hourly Labor Rates) and B.2 (Additional Work Schedule). Following agreement by the parties with respect to such Scope of Work and the Maximum Fixed Price, the parties shall execute a Change Order for such Additional Work in accordance with Paragraph 4.6 (Change Orders). Upon completion by Contractor, and approval by County in accordance with the terms of this

Agreement, of such Additional Work, Schedule B.2 (Additional Work Schedule) shall be updated by County accordingly to add such items of Additional Work by Change Notice or otherwise by notice to Contractor.

#### 5.4 STANDARD OF SERVICES

Contractor's services and other Work required by this Agreement shall during the term of the Agreement conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's services or other work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, provide the applicable remedy as specified in this Agreement, including Exhibit A (Statement of Work) and Exhibit C (System Maintenance). Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the System for the purpose of performing services or other Work under this Agreement or otherwise.

#### 5.5 UNAPPROVED WORK

If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor.

### 6. **PROJECT SCHEDULE**

#### 6.1 PROJECT PLAN

Contractor shall implement the Solution in accordance with the Project Schedule, set forth in Exhibit B (Price and Schedule of Payments), based upon the Project plan or Project control document developed and delivered pursuant to of Exhibit A (Statement of Work).

#### 6.2 KEY DELIVERABLES AND MILESTONES

Exhibit B (Price and Schedule of Payments) shall specify certain Deliverables as Key Deliverables and/or Milestones, as determined by County. A Key Deliverable or a Milestone shall be deemed completed for purposes of this Paragraph 6.2 on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for completion of such Key Deliverable or Milestone are completed and delivered to County, provided that all of such Work required for completion of such Key Deliverable or Milestone are thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. The determination of whether a Key Deliverable or Milestone has been so completed and so approved, and of the date upon which such Key Deliverable or Milestone was completed, shall be made by County's Project Director as soon as practicable in accordance with Paragraph 2.4 (Approval of Work) after County is informed by Contractor that such Key Deliverable or Milestone has been completed and is given all the necessary information, data and documentation to verify such completion.



**7. TERM**

**7.1 INITIAL TERM**

The term of this Agreement shall commence upon the Effective Date and shall expire four (4) years following the Notice to Proceed by County, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter "Initial Term").

**7.2 EXTENDED TERM**

At the end of the Initial Term, County may, at its sole option, extend this Agreement for one (1) additional two (2) year period (hereinafter "Extended Term"), subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. If County elects not to exercise its option to extend at the end of the Initial Term, the term of the Agreement shall expire. The extension option shall be exercised by County at its sole discretion. County shall be deemed to have exercised its extension option automatically, without further act, unless the Director provides a written notice of nonrenewal at least ten (10) days prior to the expiration of the Initial Term, in which case this Agreement shall expire as of midnight on the last day of that term pursuant to this Paragraph 7.

County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Agreement term extension option.

**7.3 DEFINITION OF TERM**

As used throughout this Agreement, the word "term" when referring to the term of the Agreement shall include the Initial Term and the Extended Term, to the extent County exercises any of its extension option pursuant to Paragraph 7.2 (Extended Term).

**7.4 NOTICE OF EXPIRATION**

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the term. Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address set forth in Section 1 (County Key Personnel) of Exhibit D (Administration of Agreement).

**8. CONTRACT SUM**

**8.1 MAXIMUM CONTRACT SUM**

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other Work required or requested by County under this Agreement. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 2.4 (Approval of Work). If County does not approve work in writing, no payment shall be due Contractor for that Work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed two million seven hundred thousand Dollars (\$2,700,000), as further detailed in Exhibit B (Price and Schedule of Payments), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 4 (Changes Notices and Amendments). The Contract Sum under this Agreement shall cover authorized payments for any and all Work provided by Contractor under the Agreement, including all

Solution components, Implementation Services, System Maintenance and any Additional Work. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, that is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor to deliver to County, and County accepting, within the required delivery schedule. Contractor further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is the Contractor's responsibility to design, achieve and timely deliver a System. Notwithstanding any provision of this Agreement to the contrary, Contractor is not obligated to perform Work under Change Orders if Pool Dollars are not available to pay for such Work.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75) of the Contract Sum, including the Pool Dollars expenditures, authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Section 1 (County Key Personnel) in Exhibit D (Administration of Agreement). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Agreement.

## 8.2 SOLUTION IMPLEMENTATION

### 8.2.1 CREDITS TO COUNTY

In an increasingly mobile society, it is critical to improve traffic flow through multiple jurisdictions within the County of Los Angeles in an effort to enhance mobility, relieve traffic congestion and increase air quality. To meet these goals, County is implementing a Countywide information exchange network that will provide continuous monitoring of traffic conditions and traffic signal operations, as well as enable traffic signal timing to be controlled and coordinated remotely to adjust to actual traffic conditions. It will also allow for the exchange of traffic data and information among different agencies within the County of Los Angeles. The System will communicate with the information exchange network, and is being administered by County as the traffic control system for the unincorporated areas of the County of Los Angeles as well as certain agencies within the County. Because many agencies need to be brought online in a timely manner, time is of the essence to implement the System. Any delay in the completion and delivery of the System decreases the efficiency and value of both the System and the information exchange network. County and Contractor have identified the Key Deliverables set forth in the Project Schedule specified in Exhibit B (Price and Schedule of Payments), Contractor's timely completion and delivery of which will ensure County receives, and is able to implement, the System in a timely fashion, and therefore improve mobility, relieve traffic congestion and enhance air quality in the County of Los Angeles. If Contractor fails to complete and deliver such Deliverables by the dates set forth in such Project Schedule, it is mutually agreed that such delay increases the likelihood that Contractor will not complete and deliver the System in a timely manner, and, therefore, decreases County's ability to use the System to achieve its goals.

Contractor, therefore, agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified in Paragraph 8.2.1 below, as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County's payment that is due.



For each and every occasion upon which a Key Deliverable has not been completed by Contractor within thirty (30) days after the date scheduled for completion thereof as set forth in such Project Schedule, other than as a result of delays caused by acts or omissions of County, and unless otherwise approved in writing by County's Project Manager or designee in his/her discretion, County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise. All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable in the Project Schedule. Determination whether County shall assess credits due to it pursuant to this Paragraph 8.2.1 shall be made by County's Project Manager in his/her reasonable discretion.

Such credits will be calculated according to the following rules:

- (i) Deliverables not properly completed within thirty (30) working days of the Deliverable due date, as specified in Exhibit B (Price and Schedule of Payments), shall entitle County to a credit of Five Hundred Dollars (\$500) for each day of the actual cost of such Deliverable, as set forth in Exhibit B (Price and Schedule of Payments).
- (ii) The credit shall be increased by Five Hundred Dollars (\$500) for each day of such cost each Working Day the Deliverable is late beyond the thirty (30) working days.

A Deliverable shall be deemed completed for purposes of this Paragraph 8.2.1 and Paragraph 8.2.2 (Termination/Suspension) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. For purposes of this Paragraph 8.2.1 and Paragraph 8.2.2 (Termination/Suspension), the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by County's Project Director as soon as practicable after County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

#### 8.2.2 TERMINATION/SUSPENSION

In addition to the foregoing provisions of Paragraph 8.2.1 (Credits to County), if any Key Deliverable is not completed within ninety (90) days after the applicable Due Date, and thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work), other than as a result of delays caused by acts or omissions of County as determined by Director in his/her reasonable judgment, and unless County's Project Director and Contractor's Project Director have otherwise agreed in writing prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate/suspend this Agreement for default in accordance with Paragraph 20 (Termination/Suspension for Default) or for convenience in accordance with Paragraph 21 (Termination/Suspension for Convenience), as determined in the sole discretion of County, subject to the cure provisions set forth in Paragraph 20 (Termination/Suspension for Default).

#### 8.3 SYSTEM MAINTENANCE

Contractor shall, during the term of this Agreement, provide to County System Maintenance services, including Maintenance Services and Support Services, in exchange for County's payment of the applicable Service Fees in accordance with and as set forth in Exhibit B

(Price and Schedule of Payments), with all Schedules thereto. Service Fees will be paid by County to Contractor for System Maintenance commencing upon Notice to Proceed and shall not exceed the amounts specified in such Exhibit B (Price and Schedule of Payments). Service Fees, including all components thereof, shall not increase during the Initial Term of the Agreement and shall increase by no more than the fixed COLA during the first year of the Extended Term of the Agreement.

#### 8.4 ADDITIONAL WORK

Upon County's request for Additional Work and mutual agreement, Contractor shall provide to County Additional Work using Pool Dollars in accordance with the agreed upon Maximum Fixed Priced and the Scope of Work, as specified in Paragraph 5.3 (Additional Work). Contractor's rates for Additional Work shall be subject to the applicable pricing terms set forth in Exhibit B (Price and Schedule of Payments) for the term of this Agreement. Any Additional Work provided by Contractor shall not cause an increase in the Service Fees under this Agreement with the exception of any Additional Software procured as part of Additional Products that may require an increase. Absent an Amendment in accordance with Paragraph 4 (Changes Notices and Amendments), the Pool Dollars are the aggregate amount available during the term of this Agreement for Additional Work requested and provided following Go-Live.

#### 8.5 NON-APPROPRIATION OF FUNDS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

#### 8.6 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for the reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligations shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Agreement.

#### 8.7 COST OF LIVING ADJUSTMENT

The cost of living adjustment for the Hourly Labor Rates applicable to any Work to be performed by Contractor under Tasks 1 (Project Management), 2.1 (Technical and Operational Support Monthly Progress Reports), 9 (Training) and 11 (Software and System Migration Support), provided by Contractor under this Agreement for the first year of the



Extended Term shall be the lesser of: (i) the most recently published percentage change, if any, in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles – Riverside – Orange County Area for the twelve (12) month period preceding the Agreement anniversary date, (ii) the general salary movement percentage granted to County employees for the twelve (12) month period preceding the prior July 1 as determined by County's Chief Executive Office and (iii) capped at 3%. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the initial term. However, any percentage increase shall not exceed the general salary movement granted to County employees as determined by the County Chief Executive Office (hereinafter "Cost of Living Adjustment" or "COLA"). With regard to the general salary movement number, the pertinent figure in any fiscal year (hereinafter "FY") will always be determined by a retrospective look at the prior fiscal year. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no Cost of Living Adjustment will be granted.

## **9. INVOICES AND PAYMENTS**

### **9.1 INVOICES**

Contractor shall invoice County in accordance with Exhibit B (Price and Schedule of Payments), for (i) Implementation Services, based on the Deliverable amounts due upon Contractor's completion and County's written approval of billable Deliverables; (ii) System Maintenance, by payment in arrears of the applicable Service Fees for System Maintenance commencing upon Notice to Proceed; and (iii) all Additional Work, on a per Change Notice basis, by payment of the actual price expended by Contractor for the provision of any such Additional Work, which shall not exceed the Maximum Fixed Price quoted for such Additional Work following Contractor's completion and County's written approval of the Additional Work.

#### **9.1.1 SUBMISSION OF INVOICES**

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit B (Price and Schedule of Payments). All invoices and supporting documents under this Agreement shall be submitted in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

#### **9.1.2 INVOICE DETAILS**

Each invoice submitted by Contractor shall indicate, at a minimum:

- (1) Agreement Name and Number;
- (2) The tasks, subtasks, deliverables, goods, services, other Work, any Change Orders or Amendments, as applicable, for which payment is claimed, including Implementation Services Deliverable(s), System Maintenance and Additional Work;
- (3) The price of such tasks, subtasks, deliverables, goods, services or other Work calculated based on the pricing terms set forth in Exhibit B (Price and Schedule of Payments) or any Change Notice and Amendments, as applicable.



- (4) If the invoice is for Additional Work or any other Work for which Pool Dollars will be utilized, a copy of the applicable Change Order or Amendment, executed by the applicable representative of County, a copy of the Acceptance Certificate evidencing County's approval of such Work, and any additional supporting documentation reasonably requested by County. The invoice further shall include the cumulative amount of Pool Dollars charged to County to date, and the remaining Pool Dollars available for use in connection with future Additional Work or other Change Orders or Amendments.
- (5) If applicable, the amount due under Task 1 (Project Management) or Task 11 (Software and System Migration Support) of Exhibit A (Statement of Work), which shall be the lesser of: (i) the maximum amount for Task 1 or Task 11 as enumerated in Exhibit B (Price and Schedule of Payments) or (ii) the total cost of Work performed for the invoiced period. The total cost of Work performed shall be calculated by multiplying the amount of hours worked by the applicable Hourly Labor Rates set forth in Exhibit B (Price and Schedule of Payments).
- (6) Indication of the maximum amount remaining under Task 1 (Project Management) or Task 11 (Software and System Migration Support) of Exhibit A (Statement of Work), which shall equal: (i) the maximum amount available for Task 1 or Task 11 as enumerated in Exhibit B (Price and Schedule of Payments) less (ii) the cumulative cost accrued for Work performed under Task 1 (Project Management) or Task 11 (Software and System Migration Support) of Exhibit A (Statement of Work) to date.
- (7) The date of written approval of the tasks, subtasks, deliverables, goods, services or other Work by County's Project Director or designee;
- (8) Indication of any applicable withhold or holdback amounts for payments claimed or reversals thereof;
- (9) Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
- (10) A copy of any applicable Acceptance certificates signed by County's Project Director and County's Project Manager; and
- (11) Any other information required by County's Project Director.

#### 9.1.3 APPROVAL OF INVOICES

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 9.1, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

#### 9.1.4 PARTIAL OR PROGRESS PAYMENTS

Contractor shall be entitled to partial or progress payment for work completed in respect of a task or deliverable, or other work approved by the County. No partial or progress payments towards anticipated or substantial completion of tasks or deliverables, or other work, will be made under this Agreement without authorization by the County's Project Director.

#### 9.1.5 INVOICE DISCREPANCIES

County's Project Director will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found

upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If County's Project Director does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County's Project Manager with a copy to County's Project Director at the addresses specified in Section 1 (County Key Personnel) of Exhibit D (Administration of Agreement).

## 9.2 DELIVERY OF SOLUTION SOFTWARE

It is in the intent of the parties that if any Solution Software or Documentation provided by Contractor under this Agreement, including any product of System Maintenance services or Additional Work, is delivered to County, such delivery shall be made either (i) in electronic format (e.g., via electronic mail or internet download) or (ii) personally by Contractor staff who shall load such Solution Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the Solution Software and Documentation to County.

Any Solution Software and Documentation that is provided or delivered by Contractor to County in a tangible format shall be at Contractor's expense. The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on Solution Software Components and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.

## 9.3 SALES/USE TAX

The Contract Sum shown in Paragraph 8 (Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Solution components provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, any product of System Maintenance Services and any Additional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other applicable taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property



taxes levied or assessed on Contractor's personal property to which County does not hold title.

9.4 PAYMENTS

Provided that Contractor is not in default under any provision of this Agreement, County will endeavor reasonably to process each invoice received by the Contractor within thirty (30) days of receipt that have not been disputed in accordance with Paragraph 9.1.5 (Invoice Discrepancies) above. County's failure to pay within the thirty (30) day period, however, shall not be deemed as automatic invoice approval or Acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest or other penalty on any late payment.

9.5 COUNTY'S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or default related to Work.

9.6 HOLDBACKS

County will hold back ten percent (10%) of the amount of Deliverable invoices submitted by the Contractor under this Agreement and approved by County pursuant to Paragraph 2.4 (Approval of Work), as further specified in Exhibit B (Price and Schedule of Payments) and ten percent (10%) of the amount of each invoice for Additional Work approved by County under Paragraph 5.3 (Additional Work) (collectively, the "Holdback Amount"). The cumulative amount of such holdbacks shall be due and payable to the Contractor upon completion of Key Deliverables, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 9.1.5 (Invoice Discrepancies), 9.5 (County's Right to Withhold Payment) and any partial termination of any Task, Subtask or Deliverable set forth in the Statement of Work as provided herein.

**10. SYSTEM OWNERSHIP AND LICENSE**

10.1 SYSTEM OWNERSHIP

10.1.1 SYSTEM ENVIRONMENT

Contractor acknowledges that County, or the rightful owner, owns all Client Environment components provided by County, Data, Additional Hardware and County Software; while Contractor, or the rightful owner, shall retain ownership of all Server Environment components provided by Contractor, as may be specified in Attachment A.2 (Software Configuration).

10.1.2 SOLUTION SOFTWARE

All Solution Software, Interfaces and Contractor-Owned Customizations provided by Contractor to County pursuant to this Agreement, including Application Software, Third Party Software and Software Updates, and related Documentation, is and shall remain the property of Contractor or any rightful third party owner, with which all Proprietary Rights shall reside, and which shall be subject to the terms of the License granted pursuant to Paragraph 10.2 (License) below.



Upon delivery to and Acceptance by County of any and all County-Owned Customizations, County shall own all right, title and interest in the County-Owned Customizations, including the County-Owned Customizations Source Code, subject to a perpetual, non-exclusive license by County to Contractor of the County-Owned Customizations for all uses by Contractor in connection with the conduct by Contractor of its business.

10.1.3 SOLUTION DATA

All Solution Data provided or made accessible by County to Contractor is and shall remain the property of County.

10.1.4 WORK PRODUCT

Contractor, or the rightful owner, shall remain the sole owner of Contractor's Application Software, including the Baseline Application and Application Modifications, and all derivative works therein (hereinafter collectively "Work Product"). Work Product does not include any County Materials previously owned by County or designed or developed by Contractor for County.

10.2 LICENSE

10.2.1 LICENSE GRANT

Subject to the provisions of Paragraph 10.1 (System Ownership), Contractor hereby grants to County a perpetual, irrevocable, non-exclusive license to use the Solution Software and Work Product, including any related Documentation (hereinafter "License"), by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License) and subject to the restrictions set forth in Paragraph 10.2.4 (License Restrictions) during the term specified in Paragraph 10.2.2 (License Term). Notwithstanding the foregoing, upon mutual agreement of the parties, County may obtain its own license for any Third Party Software, the term and scope of which shall be subject to the terms of County's agreement with the provider of such Third Party Software.

10.2.2 LICENSE TERM

The License granted under this Agreement shall commence upon the Effective Date and shall continue in perpetuity and without regard to the end of the term of this Agreement, unless otherwise specified herein. County shall continue to own any existing License along with any other License necessary for the upgraded System.

Notwithstanding anything herein to the contrary, the License shall survive the termination or expiration of this Agreement for any reason.

10.2.3 SCOPE OF LICENSE

The License granted by Contractor under this Agreement provides County with the following rights:

- (1) To use, install, integrate with other software, operate and execute the Solution Software in the System Environment on an unlimited number of computers, servers, local area networks and wide area networks, including web connections, by an unlimited number of intersections, by an unlimited number of Users in the conduct of the business of County as provided in the Agreement;
- (2) To use, modify, copy, translate and compile the Application Software after such time as one of the Release Conditions described in Paragraph 10.3.3 (Source Code Release Conditions) has occurred which would permit County to use the Source Code as

provided in this Paragraph 10.2.3 and Paragraph 10.3 (Source Code) below;

- (3) To use, modify, copy and display the Documentation, including but not limited to Solution and User manuals, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License;
- (4) To extend connection of the System to all of the cities or agencies within County that acquire separate licenses to Contractor's KITS system. Such licenses shall be provided to such cities or agencies at no cost to County.
- (5) To use, modify, copy, translate, compile, and create derivative works from the County-Owned Customizations and the County-Owned Customizations Source Code;
- (6) To permit third party access to the Solution Software, the Documentation, the Source Code, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, including for the provision of System Maintenance services including Software Updates, Software Modifications, Professional Services and other business use or support of the Solution Software as contemplated by this Agreement; provided, however, without limiting County's rights under this Paragraph 10.2.4(4), County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 10.2.4(4) unless and until the occurrence of any one of the Release Conditions; and
- (7) Pursuant to Paragraph 54 (Assignment by County), to reproduce and use a reasonable number of copies of the Solution Software provided by Contractor: (i) by County and permitted assignees, for archive and backup purposes; and (ii) by County, for use by permitted assignees so long as all copies of the Solution Software contain the proprietary notices appearing on the copies initially furnished to County by Contractor.

#### 10.2.4 LICENSE RESTRICTIONS

County acknowledges and agrees (i) that the Application Software provided by Contractor to County under the Agreement, including related Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to County are reserved to Contractor, or its licensors, as applicable; and (ii) that Contractor, or its licensors, retain all Proprietary Rights in and to the foregoing. Subsequently, County's License to the Application Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4. Accordingly, County will not:

- (1) Reverse engineer, disassemble or decompile the Application Software provided by Contractor;
- (2) Transfer, sublicense, rent, lease, convey or assign (unless resulting from an Agreement assignment under Paragraph 54 (Assignment by County)) the Application Software provided by Contractor;
- (3) Copy or reproduce the Application Software provided by Contractor in any way except as reasonably necessary for backup, archival or business continuity purposes;
- (4) Use the Application Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party; or
- (5) Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the Application Software provided by Contractor.



#### 10.2.5 THIRD PARTY SOFTWARE

Contractor shall not use Third Party Application in the Solution without the prior written approval of County in accordance with Paragraph 2.4 (Approval of Work), to be granted or withheld in its sole discretion. County's Project Director shall also have the right on behalf of County to so approve all of the terms under which Contractor will license any proposed Third Party Application from the third party licensor, including, without limitation, scope of license, risk allocation provisions, warranties, financial terms and any applicable Source Code Escrow Agreement terms. Notwithstanding the foregoing, County shall have access to the Source Code of any Third Party Application upon occurrence of any of the Release Conditions applicable to Contractor's proprietary Application Software specified in Paragraph 10.3.3 (Source Code Release Conditions) below.

Contractor represents and warrants that it has not modified and shall not modify, nor does Contractor have any need to modify, Third Party Software in order for the System Software to fully perform in accordance with all requirements of this Agreement. Contractor represents and warrants that all Third Party Software is provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Agreement without the need for any modification of Third Party Software by Contractor or otherwise.

County acknowledges that it may have to execute certain third party license agreements in respect of such Third Party Software. These third party license agreements shall be at no additional cost to County. To the extent that any such third party license agreement conflicts with this Agreement or in any way restricts County's full use and enjoyment of the System Software as contemplated herein, Contractor shall take all necessary action and pay all sums required for County fully to enjoy all the rights and benefits in respect of the System Software granted under this Agreement. Contractor shall promptly and at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications, or (2) to the extent that Contractor is unable to obtain such a license, provide an Update or alternative solution, which is functionally equivalent, in the sole determination of Contractor's Project Manager and County's Project Manager, in lieu of modifying such Third Party Software.

#### 10.3 SOURCE CODE

##### 10.3.1 SOURCE CODE ESCROW

Upon the Effective Date of the Agreement, but no later than Contractor commences any Work hereunder, Contractor, at its own election and at no cost to County, shall have deposited in Source Code Escrow the Source Code for all Application Software that is part of the Solution (i) with a nationally recognized source code escrow company or (ii) with County (hereinafter "Self Escrow") pursuant to the instructions from County's Project Director. Contractor shall ensure that County has access to the Source Code for all Application Software, either via delivery to County's Self Escrow or pursuant to the Source Code Escrow Agreement (hereinafter, collectively or alternatively with "Self Escrow", "Source Code Escrow"), as applicable. A copy of each fully executed Source Code Escrow Agreement or proof of Self Escrow, as applicable, shall be incorporated herein by reference to this Agreement. There shall be no charge to County for the acquisition and/or maintenance of the Source Code Escrow Agreement under this Agreement.



Contractor shall deposit in Source Code Escrow the Source Code for all Application Software utilized by Contractor for the Solution under this Agreement, including the Core Application, Interfaces, Third Party Application, Customizations and Application Modifications. Contractor shall update the Source Code by depositing in Source Code Escrow the Source Code for all Application Modifications, including, but not limited to, Software Modifications, Additional Software, Software Updates, Replacement Products, if any, and any other modifications or enhancements to the deposited Application Software and any Application Software newly licensed or developed for the purpose of this Agreement, promptly upon availability or as otherwise required by County. Contractor's duty to update the Source Code shall continue through the term of this Agreement.

Contractor's duty to deposit and maintain the Source Code in Source Code Escrow shall continue throughout the term of this Agreement, unless one of the Release Conditions occurs which would permit County to obtain and use the Source Code in accordance with the terms of this Paragraph 10.3. Contractor may, by written notice to County, change the Source Code Escrow Agreement for the Source Code upon County's approval in accordance with Paragraph 2.4 (Approval of Work). Any such change shall be accomplished by a Change Notice in accordance with Paragraph 4 (Changes Notices and Amendments) above and shall not modify Contractor's obligations or County's rights with respect to the Source Code under this Agreement.

#### 10.3.2 NATURAL DEGENERATION

The parties acknowledge that as a result of the passage of time alone, the deposited Source Code may be susceptible to loss of quality ("Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit in Source Code Escrow a new copy of all deposited Source Code no less frequently than every six (6) months. In the event the Source Code or any part of it is destroyed or corrupted, upon County's request, Contractor shall deposit a replacement copy of the Source Code in Source Code Escrow within thirty (30) days of receipt of County's Project Director's written request.

#### 10.3.3 SOURCE CODE RELEASE CONDITIONS

In addition to any conditions for release of Source Code identified in any Source Code Escrow Agreement, Contractor shall cause the release of the Source Code to County, and County shall have the right to immediately begin using the Source Code, as provided in Paragraph 10.3.5 (Possession and Use of Source Code), at no charge to County, upon the occurrence of the following events (hereinafter, collectively with the release conditions identified in any Source Code Escrow Agreement, "Release Condition(s)"):

- (1) The insolvency of Contractor, including as set forth in Paragraph 23 (Termination/Suspension for Insolvency); or
- (2) Contractor is unwilling or unable to provide all System Maintenance services in accordance with the terms of this Agreement; or
- (3) Contractor ceasing to maintain or support the current version or the last two (2) prior Version Releases of the Application Software for reasons other than County's failure to pay for, or election not to receive, Contractor's System Maintenance services, and no other qualified entity assuming the obligation to provide such System Maintenance services, which may result in County's termination of the Agreement for default in accordance with Paragraph 20 (Termination/Suspension for Default); or
- (4) Successor ceasing to do business with County with respect to this Agreement; or

- (5) A different hardware or operating system platform is established for the product and required for use of the Application Software by Contractor, without maintenance of the Application Software residing in the Client Environment, on the originally agreed equipment or operating system platform within the term of this Agreement, other than due to the failure of the manufacturer of such platform to maintain and support same.

Upon occurrence of any of the Release Conditions, Contractor shall ensure the release of the Source Code to County. Notwithstanding the foregoing, County alone may initiate the release of the Source Code if it believes in good faith that a Release Condition has occurred, subject to the provisions of any Source Code Escrow Agreement, if applicable, and this Paragraph 10.3.3.

#### 10.3.4 COUNTY'S RIGHT TO VERIFY SOURCE CODE

Regardless of whether one of the Release Conditions occurs, County shall have the right, at County's sole expense, to verify the relevance, completeness, currency, accuracy and functionality of the deposited Source Code by, among other things, compiling the Source Code and performing test runs for comparison with the applicable Application Software. In the event such testing demonstrates that the Source Code does not correspond to the applicable Application Software operated by County and maintained by Contractor, Contractor shall reimburse County for all costs and fees incurred in the testing and immediately deposit the correct Source Code in Source Code Escrow.

#### 10.3.5 POSSESSION AND USE OF SOURCE CODE

Upon the occurrence of a Release Condition, County shall be entitled to obtain the Source Code from the Source Code Escrow pursuant to the terms of any Source Code Escrow Agreement or Paragraph 10.3.3 (Source Code Release Conditions). County shall be entitled to use the Source Code as needed to remedy the event of release and mitigate any damages arising from such event, provided that mitigation of damages shall not include the sale or sublicense of the Source Code. Such use will include, but not be limited to, County's right to perform its own support and maintenance, alter or modify the Source Code and/or obtain the benefits sought under this Agreement, subject to the limitations of Paragraph 10.3.6 (Proprietary Rights) below.

#### 10.3.6 PROPRIETARY RIGHTS

Subject to the provisions of Paragraph 10.3.5 (Possession and Use of Source Code) and County's License to, and Contractor's ownership of, the Application Software as provided in Paragraph 10.1 (System Ownership), Source Code obtained by County under the provisions of this Agreement shall remain subject to every license restriction, proprietary rights protection and other County obligation specified in this Agreement, provided, however, County may make such Source Code available to third parties as needed to assist it in making authorized use of the Solution. County acknowledges that any possession of the Source Code referred to herein is subject to the confidentiality and proprietary provisions of access to any third party. Should use of the Source Code as provided in this Paragraph 10.3.6 involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User provided use of Application Software and Source Code is in accordance with this Agreement.



10.3.7 SOURCE CODE ESCROW AGREEMENT AMENDMENT

As between County and Contractor, this Paragraph 10.3 shall constitute an amendment to any Source Code Escrow Agreement and incorporates all of the Release Conditions identified in Paragraph 10.3.3 (Source Code Release Conditions) above.

11. **SYSTEM ACCEPTANCE**

11.1 ACCEPTANCE TESTS

County and/or Contractor, as applicable, shall conduct all Acceptance Tests specified in Exhibit A (Statement of Work).

11.2 PRODUCTION USE

The System shall achieve Go-Live and shall be ready for Production Use following County's Project Director written Acceptance and approval, as evidenced by the applicable Acceptance Certificate.

Following installation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in production mode, any completed portion of the System Software without any additional cost to County where County determines that it is desirable or necessary for County operations. Such production use shall not restrict the Contractor's performance under this Agreement and shall not be deemed to be Contractor's achievement of Go-Live or Final Acceptance.

11.3 FINAL ACCEPTANCE

The System shall achieve Final Acceptance following County's Project Director written Acceptance and approval, as evidenced by the applicable Acceptance Certificate. In the event the System fails to successfully achieve Final Acceptance, Contractor shall provide County with a diagnosis of the Deficiencies and proposed solution(s). County and Contractor shall agree upon all such proposed solutions prior to their implementation.

11.4 FAILED TESTING

- 11.4.1 If County's Project Director makes a good faith determination at any time that the System as a whole, or any component thereof, has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Paragraph 11.4 as "Designated Test"), County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or the System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component or the System to be ready for retesting. Contractor shall notify County's Project Director in writing when such corrections, repairs and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, County's Project Director makes a good faith determination that the System component or the System again fails to pass the applicable Designated Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or the System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component or the System to be ready for retesting.



11.4.2 Such procedure shall continue, subject to County's rights under Paragraphs 8.2.1 (Credits to County) and 8.2.2 (Termination/Suspension) in the event Contractor fails to timely complete any Key Deliverable until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Paragraph 20 (Termination/Suspension for Default) on the basis of such non-curable default. In the event Contractor, using good faith effort, is unable to cure a deficiency by re-performance after two (2) attempts, County and Contractor will work together to agree on a mutually acceptable resolution, provided that if County and Contractor cannot agree on a resolution, County may terminate this Agreement for default pursuant to Paragraph 20 (Termination/Suspension for Default).

11.4.3 Such a termination for default by County shall be, subject to the Dispute Resolution Procedure, either, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the System; or (ii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance or desirability to County of the System as a whole, the entire Agreement. In the event of a termination under this Paragraph 11.4, County shall have the right to receive from Contractor (i) reimbursement of all payments made to Contractor by County under this Agreement for the System component(s) and related Deliverables as to which the termination applies or (ii) if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more System component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

## 11.5 SYSTEM USE

Subject to County's obligations of Acceptance set forth in Exhibit A (Statement of Work) and the Agreement, following the Solution implementation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the Solution, without any additional cost to County where County determines that it is necessary for County's operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Acceptance or Final Acceptance of the System.

## 12. **WARRANTIES AND CORRECTION OF DEFICIENCIES**

### 12.1 SYSTEM WARRANTIES

Contractor hereby warrants to County that the System shall be free from any and all Deficiencies commencing from Notice to Proceed and continuing through Acceptance of Key Deliverables (hereinafter "Warranty Period"). All Deficiencies reported or discovered shall be corrected in accordance with Exhibit C (System Maintenance). System Maintenance shall be provided at no cost to County during the Warranty Period. Contractor shall meet all of the warranties set forth in Exhibit C (System Maintenance), including but not limited to general warranties, System warranties and System performance warranties.

## 12.2 PROBLEM RESOLUTION

Provided that County is covered by System Maintenance as provided in this Agreement, any non-conformances, breaches of warranties specified herein and other Deficiencies reported and discovered during the term of the Agreement shall be corrected in accordance with Exhibit C (System Maintenance).

## 12.3 CONTINUOUS PRODUCT SUPPORT

12.3.1 In the event that Contractor replaces any or all components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the term of the Agreement in order to fulfill its obligations under the Agreement and to meet the System Requirements, then the License shall be deemed to automatically include such Replacement Product without cost or penalty to County even if such Replacement Product contains greater functionality than the Solution Software it replaced. If required by County, Contractor shall provide the necessary training to County personnel to utilize the Replacement Product at no cost to County.

12.3.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Agreement), shall be deemed to have ratified this Agreement. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product.

12.3.3 The following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:

- (1) Contractor, or its assignee or successor, shall, at no cost to County, implement the Replacement Product in the System Environment, convert and migrate all of the Solution Data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product;
- (2) Any prepaid Service Fees for the Solution shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same term, the credit balance shall be applied to future Service Fees or returned to County, at County's option;
- (3) Any and all modules offered separately and needed to match the original Application Software's level of functionality shall be supplied by Contractor, or its assignee or successor, without additional cost or penalty, and shall not affect the calculation of any Annual Fees;
- (4) Contractor shall provide to County the necessary System Training for purposes of learning the Replacement Product. Such training shall be provided at no cost to County;
- (5) All License terms and conditions, at a minimum, shall remain as granted herein with no additional fees imposed on County; and
- (6) The definition of Application Software shall include the Replacement Product.



#### 12.4 WARRANTY PASS-THROUGH

Contractor shall assign to County to the fullest extent permitted by law or by this Agreement, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any System component or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

#### 12.5 REMEDIES

County's remedies under the Agreement for the breach of the warranties set forth in this Agreement, including Exhibit C (System Maintenance), shall include the repair or replacement by Contractor, at its own expense, of the non-conforming System components and the specific remedies set forth in Exhibit C (System Maintenance) and any other corrective measures specified in Exhibit C (System Maintenance) and this Agreement.

#### 12.6 BREACH OF WARRANTY OBLIGATIONS

Failure by Contractor to timely perform its obligations set forth in this Paragraph 12 shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate or suspend this Agreement in accordance with Paragraph 20 (Termination/Suspension for Default).

### 13. INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), to the extent arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement that are negligent, intentional or in violation of terms, conditions, or Contractor or Application Software requirements under the Agreement, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

### 14. INSURANCE

#### 14.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 14. These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.



## 14.2 WORKPLACE SAFETY INDEMNIFICATION

In addition to and without limiting the indemnification required by this Paragraph 14 (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Agreement.

## 14.3 EVIDENCE OF COVERAGE AND NOTICE

- 14.3.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- 14.3.2 Renewal Certificates shall be provided to County not less than ten (10) days after renewal of Contractor's policy. County reserves the right to obtain copies of relevant sections of any required Contractor and/or subcontractor insurance policies at any time.
- 14.3.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 14.3.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Project Director at the address specified in Section 1 (County Key Personnel) of Exhibit D (Administration of Agreement).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Such report shall be made in writing within twenty-four (24) hour or the next Business Day. Contractor also shall promptly notify County of any third party claim

or suit filed against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

14.3.5 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

14.3.6 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County not less than ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of the County, upon which County may suspend or terminate this Agreement.

14.3.7 FAILURE TO MAINTAIN INSURANCE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

14.3.8 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

14.3.9 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

14.3.10 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from



or relating to this Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

14.3.11 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

14.3.12 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

14.3.13 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

14.3.14 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

14.3.15 SEPARATION OF INSUREDs

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations

14.3.16 ALTERNATIVE RISK FINANCING PROGRAMS

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional covered Party under any approved program.

14.3.17 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

County reserves the right to review and adjust the required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

14.4 INSURANCE COVERAGE

14.4.1 COMMERCIAL GENERAL LIABILITY INSURANCE

14.4.2 Providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:



General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

14.4.3 AUTOMOBILE LIABILITY INSURANCE

Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

14.4.4 WORKERS' COMPENSATION AND EMPLOYERS' INSURANCE

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

14.4.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

14.4.6 INTELLECTUAL PROPERTY

Insurance covering any actual or alleged infringement of any copyright, patent or other rights of third party, and any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least one million dollars (\$1,000,000) per occurrence. If this insurance is written on a claims made form, Contractor shall either: (i) maintain such insurance through the period ending two (2) years following the expiration or termination of this Agreement or (ii) obtain an endorsement on such insurance that provides an extended reporting period of not less than two (2) years following the termination or expiration of this Agreement or insurance policy, whichever is longer, or (iii) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.

**15. INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION**

- 15.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to County; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County is entitled to

use the Solution without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the Solution licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Solution (or any part thereof) in accordance with this Agreement; and (vi) that neither the performance of this Agreement by Contractor, nor the License to or ownership by, and use by, County and its Users of the Solution in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

- 15.2 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively referred to for purposes of this Paragraph 13 as "County") from and against any and all liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 13 as "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15.2 shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.
- 15.3 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Solution or affected component(s) thereof, or part(s) thereof, to the same extent of County's License or ownership rights under this Agreement; or (ii) to the extent procuring such right to use the Solution is not commercially reasonable, replace or modify the Solution or component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined by County and Contractor until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 15.3 "Remedial Act(s)").
- 15.4 If Contractor fails to complete the Remedial Acts described in Paragraph 15.3 above then, County may terminate this Agreement for default pursuant to Paragraph 20 (Termination/Suspension for Default), in which case, in addition to other remedies available to County, Contractor shall reimburse County for the entire Implementation Cost paid by County to Contractor under the Agreement.



## 16. PROPRIETARY CONSIDERATIONS

### 16.1 COUNTY MATERIALS

Except as otherwise provided in Paragraph 10, Contractor and County agree that all materials, including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, website plans and designs, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, County-Owned Customizations and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Agreement. During and for a minimum of five years subsequent to the term of this Agreement, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

### 16.2 TRANSFER TO COUNTY

Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights shall be borne by County. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

### 16.3 INDEMNITY

Contractor represents and warrants that the County Materials prepared herein under this Agreement, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Contractor shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.



16.4 CONTRACTOR'S OBLIGATIONS

Contractor shall protect the security of and keep confidential all County Materials and shall use whatever security measures are reasonably necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

Contractor shall affix the following notice to all County Materials: "© Copyright 2014 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

16.5 PROPRIETARY AND CONFIDENTIAL

Any and all County Materials which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- (1) Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; or
- (2) Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

16.6 ACKNOWLEDGEMENT/ATTRIBUTION

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

17. DISCLOSURE OF INFORMATION

17.1 DISCLOSURE OF AGREEMENT

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Agreement to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall, to the extent allowed by law or such order, promptly notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:

- (1) Contractor shall develop all publicity material in a professional manner.
- (2) During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director for each such item.

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 17 shall apply.

## 17.2 REQUIRED DISCLOSURE

Notwithstanding any other provision of this Agreement, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure; (ii) is disclosed with the prior written approval of the party to which such information pertains; or (iii) is required by law to be disclosed.

## 18. **CONFIDENTIALITY AND SECURITY**

### 18.1 CONFIDENTIALITY

#### 18.1.1 CONFIDENTIAL INFORMATION

Each party shall protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing, sensitive financial or security related information, County records, data and information, County Materials, Solution Data, Work Product, Application Software, health information and any other data, records and information, received, obtained and/or produced under the provisions of this Agreement (hereinafter also "Confidential Information"), in accordance with the terms of this Agreement and all applicable Federal, State or local laws, regulations, ordinances, and publicly known guidelines and directives relating to confidentiality. As used in this Agreement, the term "Confidential Information" shall also include records, materials, data and information deemed confidential by County or the applicable law under Paragraph 3.6 (Rules and Regulations). Each party shall use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor shall inform all of its officers, employees, agents and subcontractors providing Work hereunder of the confidentiality provisions of this Agreement. Contractor shall ensure that all of its officers, employees, agents and subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of County than the terms of this Agreement, including this Paragraph 18 and Exhibit E (Confidentiality and Assignment Agreement).

#### 18.1.2 DISCLOSURE

With respect to any of County's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 18.1.2 "information"), Contractor shall: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not



disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than County without County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such information to County or maintain such information according to the written procedures provided to Contractor by County for this purpose.

Under State law no information shall be in any way relayed to anyone except those employees of County so designated without written authorization from County.

#### 18.1.3 INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information by Contractor, its officers, employees, or agents, except for any disclosure authorized by this Paragraph 18.

#### 18.2 SECURITY

##### 18.2.1 SYSTEM SECURITY

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing as part of this Agreement or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any disabling or intrusive device into the System. In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

##### 18.2.2 SYSTEM DATA SECURITY

Contractor hereby acknowledges the right of privacy of all persons as to whom there exists any Solution Data or any other County data. Contractor shall protect, secure and keep confidential all Solution Data in compliance with all federal, state and local laws, rules, regulations, ordinances, and publicly known guidelines and directives, relating to confidentiality and information security (including any breach of the security of the System, such as any unauthorized acquisition of Solution Data that compromises the security, confidentiality or integrity of personal information), including California Civil Code Section 1798.82. Further, Contractor shall take all reasonable actions necessary or advisable to protect all Solution Data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County's Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County's Project Director. Contractor shall not use Solution Data for any purpose or reason other than to fulfill its obligations under this Agreement.



18.3 REMEDIES

Contractor acknowledges that a breach by Contractor of this Paragraph 18 may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under this Paragraph 18 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 18. The provisions of this Paragraph 18 shall survive the expiration of termination of this Agreement.

Contractor shall take all reasonable actions necessary or advisable to protect the Solution from loss or damage by any cause. Contractor shall bear the full risk of loss or damage to the Solution and any Solution Data by any cause other than resulting from force majeure or County's sole fault.

18.4 INFORMATION TECHNOLOGY SECURITY REQUIREMENTS

Contractor must comply with all County and Public Works information security policies and standards where applicable. Where Contractor is providing managed, offsite infrastructure or processing services, Contractor's data center and network operations must be compliant with generally accepted best security practices and regulatory requirements where applicable (e.g., PCI, HIPAA, etc.). If requested by Public Works, Contractor shall provide evidence of certifications such as SAS70, SAE16, ISO 27000, PCI compliance, etc., or submit to an assessment of Contractor's information security policies and controls by the Public Works Department Information Security Officer (hereinafter "DISO"). Any questions or need for clarification regarding Public Works security policies and/or regulations should be addressed to the DISO. County's Project Manager and Contractor must obtain sign-off from the DISO.

19. **PROHIBITION AGAINST ASSIGNMENT AND DELEGATION**

19.1 Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment and/or delegation without such consent shall be null and void. County may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.

19.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior consent of County in accordance with the applicable provisions of this Agreement.

19.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express written approval shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to

pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

**20. TERMINATION/SUSPENSION FOR DEFAULT**

20.1 County may, by written notice to Contractor, terminate or suspend the whole or any part of this Agreement if:

- (1) Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other Work within the times specified in this Agreement, including the finalized Project Schedule; or
- (2) Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
- (3) Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or
- (4) Contractor in performance of Work under the Agreement fails to comply with the requirements of this Agreement, including but not limited to Exhibit A (Statement of Work) and Exhibit C (System Maintenance); or
- (5) Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement;

and, unless a shorter cure period is expressly provided in this Agreement, does not cure such failure or fails to correct such failure or breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

20.2 If, after County has given notice of suspension or termination under the provisions of this Paragraph 20, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21 (Termination/Suspension for Convenience).

20.3 The rights and remedies of County provided in this Paragraph 20 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**21. TERMINATION/SUSPENSION FOR CONVENIENCE**

21.1 This Agreement may be suspended or terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Suspension or Termination of Work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective, which shall be no less than sixty (60) calendar days after the notice is sent. In the event County has purported to suspend or terminate this Agreement for default by notice pursuant to Paragraph 20 (Termination/Suspension for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

21.2 After receipt of a notice of suspension or termination, Contractor shall:

- (1) Stop work under this Agreement on the date and to the extent specified in such notice.
- (2) Complete performance of such part of the work as shall not have been suspended or



terminated by such notice.

- (3) Submit to County, in the form and with any certifications as may be prescribed by County, Contractor's suspension or termination claim and invoice. Such claim and invoice shall be submitted promptly in accordance with Paragraph 24.

- 21.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement shall be maintained by Contractor in accordance with Paragraph 30.
- 21.4 If this Agreement is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Agreement shall be delivered to County upon request and shall become the property of County.

## **22. TERMINATION/SUSPENSION FOR IMPROPER CONSIDERATION**

- 22.1 County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, Amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such suspension or termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 22.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County's Auditor-Controller Employee Fraud Hotline at (213) 974 0914 or (800) 544 6861.
- 22.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **23. TERMINATION/SUSPENSION FOR INSOLVENCY**

- 23.1 County may suspend or terminate this Agreement immediately at any time upon the occurrence of any of the following:
  - (1) *Insolvency of Contractor.* Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;
  - (2) The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days;
  - (3) The appointment of a receiver or trustee for Contractor; or
  - (4) The execution by Contractor of an assignment for the benefit of creditors.



- 23.2 The rights and remedies of County provided in this Paragraph 23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation in accordance with the terms of Paragraph 10.3 (Source Code), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

**24. TERMINATION/SUSPENSION FOR NON-ADHERENCE TO COUNTY LOBBYISTS ORDINANCE**

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

**25. EFFECT OF TERMINATION/SUSPENSION**

In the event that County, upon notice to Contractor, suspends or terminates this Agreement in whole or in part as provided herein, then:

- (1) Contractor and County shall continue the performance of this Agreement to the extent not suspended or terminated;
- (2) Contractor shall stop work under this Agreement on the date and to the extent specified in such notice and provide to County all completed Work and Work in progress, in a media reasonably requested by County;
- (3) Contractor shall promptly return to County any and all Confidential Information, including County data and County Materials, that relate to that portion of the Agreement and Work terminated by County;
- (4) County shall pay Contractor all monies due in accordance with the terms of the Agreement for the Work completed up to the time of termination;
- (5) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Annual Fees calculated depending on the date of termination, if applicable. Notwithstanding the foregoing, upon termination by County for default during Solution implementation, Contractor shall return all Implementation Cost amounts paid by County to Contractor during such Solution implementation, and County will return to Contractor all products of the terminated Implementation Services;
- (6) Upon termination by County for default pursuant to Paragraph 20 (Termination/Suspension for Default) or for insolvency pursuant to Paragraph 23

(Termination/Suspension for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Work;

- (7) County shall have the rights set forth in Paragraphs 10.2 (License) and 10.3 (Source Code) to access and use the Source Code as set forth therein, including without limitation the right to modify all source and object code versions of the Application Software after such time as one of the Release Conditions described in Paragraph 10.3.3 (Source Code Release Conditions) has occurred which would permit County to use the Source Code; and
- (8) Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Solution provided to County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new solution, toward the end that there be no interruption of County's day to day operations due to the unavailability of the Solution during such transition. Upon notice to Contractor, Contractor shall allow County or another selected contractor a transition period until expiration of the term of the Agreement, or in all other cases, at a date specified by County, for the orderly turnover of Contractor's Agreement activities and responsibilities without additional cost to County. The transition from the Solution to another solution shall be performed by Contractor as Additional Work.

## **26. INDEPENDENT CONTRACTOR STATUS**

- 26.1 This Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 26.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing work on behalf of Contractor.
- 26.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.
- 26.4 Notwithstanding the provisions of this Paragraph 25(8), the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.



## 27. SUBCONTRACTING

- 27.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor, specifically, Contractor Key Staff. Consequently, no performance by the Contractor Key Staff of this Agreement, or any portion thereof, shall be subcontracted by Contractor without notice to County as provided in this Paragraph 27. Any attempt by Contractor to subcontract any performance of this Agreement by the Contractor Key Staff without such notice shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately suspension or terminate this Agreement.
- 27.2 In the event Contractor subcontracts any portion of its performance of the Agreement by the Contractor Key Staff, Contractor shall provide to County, in writing, a notice regarding such subcontract, which shall include:
- (1) The reasons for the particular subcontract;
  - (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
  - (3) A detailed description of the Work to be provided by the proposed subcontractor;
  - (4) Confidentiality provisions applicable to the proposed subcontractor's officers, employees and agents, which would be incorporated into the subcontract;
  - (5) include (i) Exhibit E (Confidentiality and Assignment Agreement), (ii) Exhibit F (Contractor's EEO Certification), (iii) Exhibit H (Safely Surrendered Baby Law), and (iii) any other standard County required provisions;
  - (6) A representation from Contractor that:
    - a. the proposed subcontractor is qualified to provide the Work for which subcontractor is being hired;
    - b. either the proposed subcontractor maintains the insurance required by this Agreement or Contractor has procured and maintains such insurance coverage for the proposed subcontractor;
    - c. either the proposed subcontractor or Contractor shall be solely liable and responsible for any and all of subcontractor's taxes, payments and compensation, including compensation to its employees, related to the performance of Work under this Agreement; and
    - d. either the proposed subcontractor or Contractor shall provide for indemnification of County under the same terms and conditions as the indemnification provisions of this Agreement, including those specified in Paragraphs 13 (Indemnification) and 15 (Intellectual Property Warranty and Indemnification); and
  - (7) Other pertinent information and/or certifications reasonably requested by County.
- 27.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- 27.4 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use



of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.

27.5 Notwithstanding any other provision of this Paragraph 27, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, subcontracting of any Work under this Agreement shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.

27.6 Subcontracting of any Work performed by the Contractor Key Staff under the Agreement shall not waive County's right to prior and continuing approval of any or all such Contractor Key Staff pursuant to the provisions of Paragraph 3.3 (Approval of Contractor's Staff), including any subcontracted members of the Contractor Key Staff. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement.

27.7 Notwithstanding subcontracting by Contractor of any Work under this Agreement, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.

27.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 27 or a blanket consent to any further subcontracting.

27.9 Employee Leasing is prohibited.

## **28. RISK OF LOSS**

Contractor shall bear the full risk of loss due to total or partial destruction of any Software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by County as evidenced by County's signature on delivery documents.

## **29. MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide similar software, service levels, software models, components, goods or services under similar delivery conditions to the State of California or any county, municipality, or district of the State or to any other state, county or municipality at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 29 by review of Contractor's books and records.

## **30. RECORDS AND AUDITS**

30.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to the extent required by law. All such

material shall be kept and maintained by Contractor during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to the County within the County's borders.

- 30.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 30.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 30 shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Paragraph 20 (Termination/Suspension for Default).

## **31. COUNTY'S QUALITY ASSURANCE PLAN**

County, or its agent, will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty (30) days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 20 (Termination/Suspension for Default) or Paragraph 21 (Termination/Suspension for Convenience), or impose other penalties as specified in this Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

## **32. CONFLICT OF INTEREST**

- 32.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by Contractor or have any other direct financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 32.2 Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement which are applicable to it as a software and services provider. Contractor warrants that it is not now aware of any facts which do create an unlawful conflict of interest for Contractor. If a party hereafter becomes aware of any facts, which might reasonably be expected to create an unlawful conflict of



interest for it, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Agreement subjecting Contractor to either contract termination for default or debarment proceedings or both.

**33. COMPLIANCE WITH APPLICABLE LAWS**

- 33.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 33.2 Contractor shall indemnify, defend and hold harmless County, its elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 33 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
- 33.3 Failure by Contractor to comply with such laws and regulations shall be material breach of this Agreement and may result in suspension or termination of this Agreement.

**34. FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its elected and appointed officers, and employees from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and in the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

**35. COMPLIANCE WITH CIVIL RIGHTS LAWS**

- 35.1 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment,



upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 35.2 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 35 when so requested by County. Contractor shall certify to, and comply with, the provisions of Exhibit F (Contractor's EEO Certification).
- 35.3 If County finds that any of the provisions of this Paragraph 35 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination/Suspension for Default) of this Agreement or for convenience under Paragraph 21 (Termination/Suspension for Convenience) of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 35.4 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars (\$500) for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 20 (Termination/Suspension for Default).

## **36. RESTRICTIONS ON LOBBYING**

### **36.1 FEDERAL FUNDS PROJECTS**

If any Federal funds are to be used to pay for any portion of Contractor's work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

### **36.2 LOBBYIST ORDINANCE**

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination/Suspension for Default) of this Agreement or for convenience under Paragraph 21 (Termination/Suspension for Convenience) of this Agreement.

**37. EMPLOYMENT ELIGIBILITY VERIFICATION**

- 37.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 37.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.
- 37.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

**38. CONTRACT HIRING**

**38.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the work set forth herein, Contractor shall give first consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement.

**38.2 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, Contractor shall give County employees first priority.

**38.3 PROHIBITION AGAINST INDUCEMENT AND PERSUASION**

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.



**39. FEDERAL EARNED INCOME CREDIT**

If required by applicable law, Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided, in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**40. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**40.1 RESPONSIBLE CONTRACTOR**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.

**40.2 CHAPTER 2.202**

Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on, County agreements for a specified period of time, which generally will not exceed five (5) years, although may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

**40.3 NON-RESPONSIBLE CONTRACTOR**

County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of a contract with County or a nonprofit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

**40.4 CONTRACTOR HEARING BOARD**

40.4.1 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

40.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor, County's Project Director, or his/her designee, and County's departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.

40.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall

have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 40.4.4 If Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that such Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 40.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting contractor has been debarred for a period longer than five (5) years, (ii) the debarment has been in effect for at least five (5) years and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 40.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

40.5 SUBCONTRACTORS OF CONTRACTOR

The terms and procedures of this Paragraph 40 shall also apply to subcontractors, consultants and partners of Contractor performing work under this Agreement.

**41. FEDERAL ACCESS TO RECORDS**

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

**42. REQUIRED CERTIFICATIONS**

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to



Contractor's provision of the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, if required by law, in duplicate, to County's Project Manager at the address set forth in Section 1 (County Key Personnel) of Exhibit D (Administration of Agreement).

**43. NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

**44. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER**

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

**45. WARRANTY AGAINST CONTINGENT FEES**

45.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

45.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**46. SAFELY SURRENDERED BABY LAW**

**46.1 NOTICE**

As required by applicable law, Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <http://babysafela.org> for printing purposes.

**46.2 ACKNOWLEDGMENT OF COMMITMENT**

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby

Law” poster in a prominent position at Contractor’s place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. County’s Department of Children and Family Services will supply Contractor with the poster to be used.

**47. COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM**

**47.1 JURY SERVICE PROGRAM**

This Agreement is subject to the provisions of County’s ordinance entitled Contractor Employee Jury Service Program (hereinafter “Jury Service Program” or “Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereinafter “County Code”).

**47.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

- 47.2.1 Unless Contractor has demonstrated to County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 47.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee’s regular pay the fees received for jury service.
- 47.2.2 For purposes of this Paragraph 47, “Contractor” means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County agreements or subcontracts. “Employee” means any California resident who is a full time employee of Contractor. “Full time” means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by County, or (2) Contractor has a longstanding practice that defines the lesser number of hours as fulltime. Fulltime employees providing short term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered fulltime for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 47. The provisions of this Paragraph 47 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.
- 47.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
- 47.2.4 Contractor’s violation of this Paragraph 47 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole



discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

**48. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

48.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

48.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of State and Federal law, Contractor warrants that to the best of its knowledge it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall, implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County's Child Support Services Department shall be grounds upon which the Auditor-Controller or County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 20 (Termination/Suspension for Default) and pursue debarment of Contractor pursuant to Paragraph 40 (Contractor Responsibility and Debarment).

**50. DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

**50.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses who benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

**50.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 50.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the

rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

**51. SHRED DOCUMENTS**

Contractor shall ensure that all confidential documents/papers, as defined under State law relating to this Agreement must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Paragraph 30 (Records and Audits) of this Agreement are to be maintained for a period of five (5) years.

**52. COUNTY AUDIT SETTLEMENTS**

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit reasonably and accurately find that County's dollar liability for such work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or deducted from any amounts due to Contractor from County, as determined by County. If such audit finds County's dollar liability for such work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

**53. DISPUTE RESOLUTION PROCEDURE**

- 53.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 53 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 53.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.
- 53.3 Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.
- 53.4 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 53.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 53.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's Project Executive and the Director or her designee. These persons shall have ten (10) days to attempt to resolve the dispute.



- 53.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 53.8 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 53, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 53.9 Notwithstanding the foregoing, in the event of County's infringement of Contractor's intellectual property rights under the Agreement or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.
- 53.10 Notwithstanding any other provision of this Agreement, County's right to seek injunctive relief to enforce the provisions of Paragraph 18 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such injunctive relief has been obtained.

#### **54. ASSIGNMENT BY COUNTY**

This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.

#### **55. NEW TECHNOLOGY**

Contractor and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the term of this Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System pursuant to the provisions of Paragraph 4 (Changes Notices and Amendments).

#### **56. NON-DISCRIMINATION IN SERVICES**

- 56.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 56, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any

person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

- 56.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

**57. UNLAWFUL SOLICITATION**

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

**58. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. For claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

**59. WAIVER**

No breach of any provision hereof can be waived unless in writing. No waiver by County or Contractor of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County or Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**60. AUTHORIZATION WARRANTY**

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto pursuant to Paragraph 4 (Changes Notices and Amendments) on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

**61. VALIDITY AND SEVERABILITY**

**61.1 VALIDITY**

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.



61.2 **SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

**62. NOTICES**

62.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

62.2 Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.

62.3 To County, notices shall be sent to the attention of County's Project Manager and County's Project Director at the respective addresses specified in Section 1 (County Key Personnel) of Exhibit D (Administration of Agreement).

To Contractor, notices shall be sent to the attention of Contractor's Project Manager at the address specified in Section 2 (Contractor Key Personnel) of Exhibit D (Administration of Agreement), with a copy to Contractor's Project Executive.

62.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 62 by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 3.3 (Approval of Contractor's Staff).

62.5 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

**63. ARM'S LENGTH NEGOTIATIONS**

This Agreement is the product of arm's length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

**64. NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

**65. CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used in construing this Agreement. If there is a conflict when referencing a Paragraph in this Agreement, between the Paragraph heading title and its number, the Paragraph heading title shall control.

**66. FORCE MAJEURE**

66.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

66.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

66.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

**67. FORMS AND PROCEDURES**

All existing forms and procedures used by Contractor in implementation of the provisions of this Agreement are deemed "approved" by County for purposes of this Paragraph 67. Any new forms and procedures which materially affect Contractor's performance of this Agreement shall be subject to review and approval by County prior to use by Contractor.

**68. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS**

68.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

68.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.



**69. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY**

Contractor cannot assign employees under the age of eighteen (18) to perform work under this Agreement. All of Contractor's employees working at County facilities must be able to communicate in English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

**70. NOTICE OF DELAYS**

Exception as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) Business Days, give notice thereof, including all relevant information with respect thereto, to the other party.

**71. RE-SOLICITATION OF BIDS AND PROPOSALS**

71.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Agreement. County shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

71.2 Contractor acknowledges that County, in its sole discretion, may enter into an agreement for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

**72. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 72 shall survive the expiration, suspension, or other termination of this Agreement.

**73. ACCESS TO COUNTY FACILITIES**

Contractor, its employees and agents, may be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 7:00 a.m. until 6:00 p.m., Pacific Time, Monday through Thursday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager.

**74. COUNTY FACILITY OFFICE SPACE**

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable County's Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

**75. PHYSICAL ALTERATIONS**

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the Director, County's Project Director and the Director of County's Internal Services Department, in their discretion.

**76. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

**77. RECYCLED PAPER**

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in this project.

**78. SURVIVAL**

In addition to any provisions in this Agreement which specifically state that they shall survive the suspension, termination or expiration of the Agreement, the provisions in the following Paragraphs shall also survive the expiration, suspension, or termination of this Agreement for any reason:

- 2.4 Approval of Work
- 9.5 County's Right to Withhold Payment
- 10 System Ownership and License
- 12 Warranties and Correction of Deficiencies
- 13 Indemnification
- 14 Insurance
- 15 Intellectual Property Warranty and Indemnification
- 16 Proprietary Considerations
- 17 Disclosure of Information
- 18 Confidentiality and Security



25	Effect of Termination/Suspension
30	Records and Audits
33	Compliance with Applicable Laws
34	Fair Labor Standards
37	Employment Eligibility Verification
41	Federal Access to Records
43	No Third Party Beneficiaries
52	County Audit Settlements
58	Governing Law, Jurisdiction and Venue
51	Shred Documents
61	Validity and Severability

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IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Agreement to be effective on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RICHARD D. WEISS  
Acting County Counsel

By \_\_\_\_\_  
VICTORIA MANSOURIAN  
Principal Deputy County Counsel

CONTRACTOR:  
Kimley-Horn and Associates, Inc.

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Print Name



**EXHIBIT A**  
**STATEMENT OF WORK**  
**FOR**  
**INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM**  
**PHASE II**

## **1. PROJECT PHASES**

This Statement of Work (“SOW”) consists of tasks, subtasks, deliverables, goods, services and other Work Contractor shall be required to provide under the Agreement.

This document defines the scope of services for the Los Angeles County Traffic Control System (“TCS”) Project, Phase II (the “Project”). Capitalized terms used in this Exhibit A without definition shall have the meanings given to such terms in the Base Agreement. The Work described in this Exhibit A will be completed and delivered by Contractor to County in accordance with the terms of the Agreement. The following is an outline of the major components of the Project.

- Technical and Operational Support
- Information Exchange Network (“IEN”) Interface
- KITS Enhancements:
  - LACO-4E TCS Enhancements
  - Historical Interval Timing (“HIT”) Report module
  - Communications Enhancements
  - User Interface/Map Enhancements
- KITS Mobile application

## **2. TASKS AND DELIVERABLES**

### **TASK 1 – PROJECT MANAGEMENT**

#### General Project Management

Contractor’s Project Manager (“PM”) will act as the principal contact for County and other involved agencies. Contractor’s PM will be responsible for the completion of activities associated with the performance of this project. Contractor’s PM is expected to oversee and participate in the day-to-day activities of the Agreement and should, therefore, have no concurrent assignments that would interfere with the successful and timely completion of all Tasks related to this Work. Additional responsibilities include management of project planning activities and tracking of resources associated with each aspect of the project. In addition, Contractor will prepare invoices, billings, and other financial information for review and approval by County, as required by this Agreement. Task 1 Deliverables will be paid on a time and materials basis. Project management activities described under this Task will be performed only up to the budget limit of this task.

Project Management activities for this task includes the following:

- Attend meetings as requested by Public Works
- Prepare meeting minutes summarizing discussions at all meetings attended by the Contractor. Minutes should include summaries and follow-up action items.
- Preparation of invoices
- Preparation of monthly progress reports related to current phase of work
- Communication with County staff



- Coordination with other Kimley Horn Integrated Traffic Control System (“KITS”) Traffic Control System (“TCS”) agencies within Los Angeles County to deploy the IEN and other enhancements associated with this SOW
- Discussions related to contractual questions, scope, schedule, and financial issues
- Coordination with IEN development team
- Developing presentation materials, brochures, and newsletters related to project, as requested by County

#### Monthly Reporting

Contractor shall prepare and submit written monthly progress reports to County detailing the status of work being performed by Contractor. The reports shall include:

- A narrative of the Tasks accomplished in that month
- A review of any incomplete Tasks and the reasons why they were not completed
- An outline of the Tasks anticipated to be accomplished in the next month
- A list and status of outstanding issues, Deliverables and Invoices as required by this Agreement
- Monthly Maintenance report, which includes the following:
  - Problem Number and Severity Level
  - Date originally reported
  - Person reporting the problem and contact information
  - Description of the problem
  - Resolution status and estimated fix date

#### **TASK 1 – DELIVERABLES**

- 1.1 – Meeting Minutes
- 1.2 – Monthly Progress Reports
- 1.3 – Invoices

#### **TASK 2 – TECHNICAL AND OPERATIONAL SUPPORT**

Contractor will provide operational support to help maximize benefits from the TCS. All effort for this task must receive prior approval from the County’s Project Manager. It is currently envisioned that assistance may be provided to recommend operational goals, develop a strategy for implementation, and document and implement the strategy in KITS. Topics include revision of security/zone/agency settings, alerts and paging strategies, detector data utilization, special event plans, test KITS’ compatibility with new versions of LACO-4E, and analysis of existing measure of effectiveness data and mobile performance metric data.

Contractor shall prepare and submit written monthly reports to County detailing the status of work being performed for this Task. The reports shall include, but not be limited to:

- A narrative of the Tasks accomplished in that month

- A review of any incomplete Tasks and the reasons why they were not completed
- Recommendations for changes to Operational strategies, reporting, etc.

If the recommendations for changes to Operational strategies, reporting, etc. involves a work effort required by Contractor of over 20 hours, prior to completing this work, Contractor shall submit a detailed lump sum Task Order, scope of work, fee and schedule estimate to Public Works for review and approval. Upon approval of the scope, fee and schedule by Public Works in writing, Contractor shall proceed with the Task Order as described. Contractor efforts under the Time and Materials task will be performed with approval of County up to the budgeted amount shown in Exhibit B (Price and Schedule of Payments).

#### **TASK 2 – DELIVERABLES**

- 2.1 – Technical and Operational Support Monthly Progress Reports
- 2.2 – Recommendations for changes to Operational Strategies, Reporting, etc.

#### **TASK 3 – INFORMATION EXCHANGE NETWORK (IEN) INTERFACE**

In 1999 County began work to establish a coordinated network for sharing information and control of the various traffic control systems. This system is known as the Information Exchange Network (“IEN”) and has a primary focus on intersection traffic control as opposed to freeway management. While the original design of the IEN utilized a common network backbone based on the Common Object Request Broker Architecture (“CORBA”), a new XML-based web services interface to the IEN is currently under development to take advantage of today's prevailing technologies for system-to-system data exchange. This new IEN XML Traffic Control System (“TCS”) Interface (also called the “Command/Data Interface” or “CDI”) will allow additional types of TCSs to share data with the IEN. As part of this Project, Contractor will develop an IEN Server interface for KITS in accordance with the TransCore design document “IEN XML CDI SPECIFICATION Traffic Control System Interface Final”, dated March 30, 2011.

### **DESIGN AND SOFTWARE ENGINEERING**

#### **TASK 3.1 - HIGH LEVEL DATA MAPPING DESIGN DOCUMENT**

Contractor shall utilize the IEN XML CDI Specification Traffic Control System Interface document referenced above to develop the center-to-center (“C2C”) interface and identify the information to be exchanged with the IEN. Contractor will review the IEN XML CDI Specification report and create a high level data mapping design document that identifies each data element that will be sent from KITS to the IEN. This High Level Data Mapping Design Document will outline and define the data that will be available through the interface and define data in a manner consistent with the IEN specification. Specifically, the KITS interface will be implemented to provide data from the KITS server to the IEN site server software (provided by others) in response to requests. The elements to be supported include:

- Center to Center Services
  - a. Operations:
    - i. OP\_CenterInformation
    - ii. OP\_DetectorData



- iii. OP\_DetectorInventory
- iv. OP\_DetectorStatus
- v. OP\_IntersectionSignalInventory
- vi. OP\_IntersectionSignalStatus
- b. TMDD elements
  - i. OrganizationInformation
  - ii. DetectorData
  - iii. DetectorDataRequest
  - iv. DetectorInventory
  - v. DetectorStatus
- LACO Extensions to the TMDD:
  - c. TMDD Data Frame: DetectorDataDetail
    - i. lacoIenDetectorDataDetailExtension
      - 1. volume: The number of vehicles counted over the accumulationperiod. Expressed in vehicles per hour
  - d. TMDD Data Frame: DetectorInventoryDetails
    - i. lacoIenDetectorInventoryDetailExtension
      - 1. associatedIntersection: The identification number of theintersection that this detector is associated with
      - 2. averagingPeriod: The length of time over which detectormeasurements are averaged
      - 3. crossStreet: Name of the street that crosses the road on which the detector is located at its associated intersection
      - 4. weightingFactor: The weighting factor (k) used for V+kO (volume + weighted occupancy) calculations
  - e. TMDD Data Frame: DeviceInformationRequest
    - i. lacoIenReal TimeIntersectionSignalDeviceListExtension
      - 1. real-time-intersection-id-list
        - a. device-id: A sequence of intersection signal identification numbers for which the IEN wants real-time
  - f. TMDD Data Frame: IntersectionSignalInventory
    - i. lacoIenIntersectionSignalInventory Extension
      - 1. crossStreet: The name of the cross street of the intersection.
      - 2. mainStreet: The name of the main street of the intersection.

3. mainStreetDirection: The direction of traffic flow along the main street of the intersection
  4. secondsBetweenPollAttempts: The number of seconds betweenpoll attempts to the intersection signal controller
- g. TMDD Data Frame: IntersectionSignalStatus
- i. lacoIENIntersectionSignalStatusExtension
    1. mainStreetGreen: An indication of whether the intersection signal's main street vehicle phases are green
    2. preemptType: The type of preemption currently active for the intersection signal
    3. phases-with-calls-list (real-time): Phase vehicle call status mask, when a bit = 1, the phase currently has a vehicle call for service. When a bit = 0, the phase currently does NOT have a vehicle call for service. This element is equivalent to the phaseStatusGroupVehCalls object type in the NTCIP 1202 standard; however, that object type is not supported in the NTCIP References schema or in the TMDD schema.
    4. last-phase-times-list (real-time): The time that each vehicle phase spent in green during the last cycle. An array of phase numbers and their green times (in seconds)
    5. plannedPhaseTimes (real-time): The planned maximum green time for each phase for the current cycle. An array of phase numbers and their green times (in seconds)
- h. LACO Data Frame: lacoIENCenterInformation
- i. systemStatus: The operational status of the traffic control system
  - ii. system Version: The traffic control system version
- i. LACO Data Type Enumerations
- i. Intersection-Signal-Alarms- LACO- IEN
  - ii. Preempt-Type-LACO-IEN
  - iii. Main-Street-Green-LACO-IEN
  - iv. System-Status-LACO-IEN
  - v. Traffic-Direction-LACO-IEN

It is anticipated that several desired IEN data elements indicated above are not available in the current version of KITS and that some additional development effort will be required to enable KITS to provide all the requested IEN data elements.

### **TASK 3.2 – ENHANCED KITS VERSION/AUTOMATIC COORDINATE GENERATION**

On the basis of Deliverable 3.1 – High Level Data Mapping Design Document, Contractor will work with County to determine which data elements will be incorporated into KITS for transmittal to the IEN. Once these data elements have been agreed upon, the KITS user



interface, database, and reporting capabilities will be enhanced to incorporate these new elements. Contractor will create an automated routine that will extract and convert the location information required by the IEN. This routine will open the map, extract the required data and store it into new database fields in the central database. Latitude and longitude will be uniquely required for each intersection in order to transmit information into the IEN. The latitude and longitude coordinate generation routine will be executed from a local workstation that has visibility to all map layers and the central database. If coordinates are not automatically converted for a specific intersection, the user will receive an error message. The user will be able to manually input or override the coordinates using a modified intersection definition form. The latitude and longitude will be stored within the KITS intersection definition form. Acceptance of the Automated Coordinate Generation portion of this task will be based on the existence of a populated latitude and longitude for existing KITS intersections.

Finally, a test procedure will be created that will outline criteria for acceptance of this Enhanced version of KITS.

### **TASK 3.3 – ENHANCED KITS VERSION INSTALLATION, TESTING AND DOCUMENTATION**

Upon completion of the enhancements as determined by Task 3.2 – Enhanced KITS Version/ Automatic Coordinate Generation, Contractor will conduct a “walk-through” of Enhanced KITS Software with at least one official representative from County witnessing. The purpose of the walk-through is to demonstrate the features, functionality, and performance of the enhanced software. Following the successful software walk-through, the acceptance procedures will be executed. To facilitate County review of the deliverables, Contractor shall deliver draft, tracked change versions of the relevant documents prior to transmitting final versions. County will document the Acceptance Test procedures and Contractor will prepare an Acceptance Test Report indicating the numbers of passed, failed, and skipped test steps. Completion of the deliverable for the Acceptance Test Report will be achieved when 90% of the Acceptance Test steps have been successfully executed. Following delivery and review of the Acceptance Test Report, project managers from Contractor and County will discuss resolution of any remaining issues. The delivery of the Acceptance Test Report constitutes “Go-Live.” After completion of Acceptance Tests, an on-site trial period of two (2) consecutive thirty (30) calendar days is required to evaluate the performance and reliability of the enhanced System Software. Final Acceptance of the Enhanced KITS Software will be granted per the conditions set forth in Paragraph 11.3 (Final Acceptance) of the Base Agreement.

Contractor shall achieve “Final Acceptance” upon successful completion of all of the following: (a) its completion and delivery of all Tasks, subtasks, Deliverables, services and testing protocols associated with the tasks below; (b) County’s Project Director’s provision to Contractor of written approval, as evidenced by County’s Project Director’s countersignature on all applicable Acceptance Certificates, of all such Work; (c) all such Work has been provided, installed and operates in County’s Production Environment with no Deficiencies more severe than a Level 3 Severity, as defined in Exhibit C (System Maintenance), for no less than two (2) consecutive thirty (30) day periods following the completion of Task 3.5 – Enhanced KITS Version Acceptance Test Report.

#### **TASK 3 – DELIVERABLES:**

3.1(a) – High Level Data Mapping Design Document Draft

3.1(b) – High Level Data Mapping Design Document Final

- 3.2 – Enhanced KITS Version/Automatic Coordinate Generation
- 3.3 (a) – KITS Acceptance Test Procedure Draft
- 3.3 (b) – KITS Acceptance Test Procedure Final
- 3.4 – Enhanced KITS Software Walk-Thru with County
- 3.5 – Enhanced KITS Version Acceptance Test Report
- 3.6 – Go-Live
- 3.7 – Final Acceptance

#### **TASK 4 – KITS CDI SOFTWARE DEVELOPMENT AND INTEGRATION**

##### **TASK 4.1 – KITS CDI DESIGN DOCUMENT (WITH XML SCHEMA AND WEB SERVICES DESCRIPTION LANGUAGE (WSDL))**

On the basis of Task 3.1 – High Level Data Mapping Design Document, Contractor shall enhance the KITS C2C interface by producing a compatible XML IEN schema. This schema will be a subset of the complete IEN schema developed for the IEN. This schema will define the legal building blocks of an XML document and will include:

- Elements that can appear in a document
- Attributes that can appear in a document
- Which elements are child elements
- The order of child elements
- The number of child elements
- Whether an element is empty or can include text
- Data types for elements and attributes
- Default and fixed values for elements and attributes

In addition, Contractor will produce a WSDL document that describes the KITS C2C process. WSDL is a document written in XML and is expected to be a subset of the complete IEN WSDL that is currently under development. This document will specify the location of the service and the operations and methods the service will use. It is important to note that the XML documents are required to describe the structure of data and are not in plain English. The content of the schema will be validated using an off-the-shelf software tool.

##### **TASK 4.2 – KITS CDI DEVELOPMENT**

Upon completion of Task 4.1 – KITS CDI Design Document (with XML Schema and Web Services Description Language (WSDL)), Contractor shall develop the software that will connect KITS to the IEN. County will provide Contractor with access to the IEN Test Environment throughout the development process. Upon completion of development of the intersection status message component of the CDI, Contractor will conduct a preliminary CDI Software Demonstration Review as a proof of concept to demonstrate functionality, which will demonstrate significant software design and coding during this development cycle.

Upon completion of the KITS IEN CDI development, Contractor will install the KITS IEN Interface Software on one of the existing KITS Servers located at County's TMC. This task also



includes updating the automated KITS installation program to install and configure the new C2C functionality. Once installed, Contractor will conduct the IEN CDI Acceptance Tests with at least one official representative from County witnessing. The “IEN XML CDI Acceptance Test Plan (ATP)” is currently under development under a separate project. County will provide this IEN XML CDI ATP to Contractor for use as the KITS XML CDI Acceptance Test Procedures. County will document the Acceptance Test procedures, and Contractor will prepare an Acceptance Test Report indicating the numbers of passed, failed and skipped test steps. Completion of the deliverable for the installation of the KITS CDI at County’s TMC will be achieved when 90% of the Acceptance Test steps have been successfully executed. Following delivery and review of the Acceptance Test Report, project managers from Contractor and the County will discuss resolution of any remaining issues.

The delivery of the Acceptance Test Report constitutes “Go-Live.” After completion of acceptance testing, an on-site trial period of two (2) consecutive thirty (30) calendar days is required to evaluate the performance and reliability of the enhanced System Software. Final acceptance of the Enhanced KITS Software will be granted per the conditions set forth in Paragraph 11.3 (Final Acceptance) of the Base Agreement.

Contractor shall achieve “Final Acceptance” upon successful completion of all of the following: (a) its completion and delivery of all Tasks, subtasks, Deliverables, services and testing protocols associated with the tasks below; (b) County’s Project Director’s provision to Contractor of written approval, as evidenced by County’s Project Director’s countersignature on all applicable Acceptance Certificates, of all such Work; (c) all such Work has been provided, installed and operates in County’s Production Environment with no Deficiencies more severe than a Level 3 Severity, as defined in Exhibit C (System Maintenance), for no less than two (2) consecutive thirty (30) day periods following the completion of Task 4.3 – IEN XML CDI Acceptance Test Report.

**TASK 4 – DELIVERABLES**

- 4.1(a) – KITS CDI Design Document with XML Schema and WSDL – Draft
- 4.1(b) – KITS CDI Design Document with XML Schema and WSDL – Final
- 4.2 – KITS CDI Software Demonstration Review
- 4.3 – IEN XML CDI Acceptance Test Report
- 4.4 – Go-Live
- 4.5 – KITS CDI Final Acceptance

**TASK 5 – KITS CDI DOCUMENTATION AND TESTING**

Upon completion of Task 4 – KITS CDI Software Development and Integration, Contractor will produce the KITS C2C Interface and KITS IEN CDI Maintenance Guide. This guide will describe the required user actions to install, configure, and maintain the KITS C2C Interface and KITS IEN CDI. The document will include all setup and configuration procedures and any new or updated third party tools and required configuration settings. This document will also describe the installation procedure required to run C2C functionality.

**TASK 5 – DELIVERABLES**

- 5.1 (a) – KITS C2C Interface and KITS IEN CDI Maintenance Guide Draft
- 5.1 (b) – KITS C2C Interface and KITS IEN CDI Maintenance Guide Final

**TASK 6 – KITS AGENCY IEN INSTALLATION AND KITS UPGRADE****TASK 6.1 – KITS UPGRADE – AGOURA HILLS, CLAREMONT, SAN DIMAS AND COMMERCE**

Upon completion of Tasks 4 – KITS CDI Software Development and Integration and 5 – KITS CDI Documentation and Testing, and County's Acceptance of the KITS CDI, Contractor will install and integrate the updated version of KITS, including the KITS CDI, in the following cities: Agoura Hills, Claremont, San Dimas and Commerce. This task will be executed on a lump sum per agency basis and shall include meetings with city IT, on-site upgrade of the database and reporting capabilities, installation of upgraded KITS UI and servers, and installation and integration of the KITS C2C process. An abbreviated IEN Acceptance Checklist will be executed for each integrated KITS agency.

**TASK 6.2 – KITS UPGRADE PROCESS: CULVER CITY AND BEVERLY HILLS**

Contractor will prepare a report that describes the process needed to integrate the IEN in Culver City and Beverly Hills with their existing BI Tran 233 and LA City 2070 firmware. The report will include approximate level of effort for the integration. The report will be completed on a Maximum Fixed Price basis. Integration effort to be completed within 12 months of issuance by County of Notice to Proceed of the IEN Integration Report and will be funded under Pool Dollars.

**TASK 6 – DELIVERABLES**

- 6.1 – LA County Agency IEN Installation and KITS Upgrade for Agoura Hills, Commerce, San Dimas and Claremont
- 6.2 – IEN Integration report for Culver City and Beverly Hills Draft
- 6.3 – IEN Integration report for Culver City and Beverly Hills Final

**TASK 7 – KITS ENHANCEMENTS: TASK DESCRIPTION**

The following provides the task scope of services to add key features and enhancements into the latest version of LACO KITS as detailed below. For each modification, Contractor shall provide GUI Screen mockups, where applicable. The screens will be designed to be consistent with the basic operation of existing KITS and LACO4E screens within the framework of the upgraded user interface described in section 7.2.3, as applicable, and include the functionality described below. Contractor shall present these modifications to the County during a Critical Design Review (CDR), during which County will provide feedback. The comments shall be limited to screens designed specifically for County. Upon completion of the CDR and Acceptance of the screen designs by County, Contractor will complete desired enhancements to the software. Subsequent to this approval, further changes to the displays shall not be required, but may be considered if agreed between County and Contractor.

As the specified enhancements are completed, regression testing will be performed to ensure proper functionality within the developed components/modules as well as integrated into the System Software. Custom features will be delivered to County as they are developed. It is anticipated that several software deliveries will be made. During this stage, an Acceptance Test Plan will be generated by Contractor and approved by County.

Upon completion of regression testing, the enhanced System Software will be installed at County, and Contractor will conduct the Acceptance Test with at least one official representative from County witnessing. Contractor will deliver the results of the Acceptance Test Report to the



County after successfully completing the Acceptance Test. At least 90% of the tests must pass to deliver the Acceptance Test Report to be considered successful. The successful completion of all tests constitutes “Go-Live.”

After completion of acceptance testing, an on-site trial period of two (2) consecutive thirty (30) calendar days is required to evaluate the performance and reliability of the enhanced System Software. If County determines in good faith that the System Software fails to function as required in the Agreement, the enhanced version may be rejected. Final Acceptance of the System will be granted per the conditions set forth in Paragraph 11.3 (Final Acceptance) of the Base Agreement.

Contractor shall achieve “Final Acceptance” upon successful completion of all of the following: (a) its completion and delivery of all Tasks, subtasks, Deliverables, services and testing protocols associated with the tasks below; (b) County’s Project Director’s provision to Contractor of written approval, as evidenced by County’s Project Director’s countersignature on all applicable Acceptance Certificates, of all such Work; (c) all such Work has been provided, installed and operates in County’s production environment with no Deficiencies more severe than a Level 3 Severity, as defined in Exhibit C (System Maintenance), for no less than two (2) consecutive thirty (30) day periods following the completion of Task 7.4(b) (Demonstration of Functionality) of this Exhibit A; (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the “Final Acceptance Date”).

#### **TASK 7.1 – KITS ENHANCEMENTS GROUP 1**

##### **TASK 7.1.1 – ECONOLITE ASC/3 SUPPORT**

Contractor will integrate support for the Econolite ASC/3 version 2.51 controller into the current version of the LACO KITS deployment. NTCIP 1202 protocol will be used to communicate to the controller. All current central system functionality supported for the LACO 4E firmware will also be supported for the ASC/3 with the exception of the test board display. The interface will allow Econolite ASC/3 controllers to be displayed on the same map as existing LACO 4E controllers. An Excel import and export routine for ASC3 timing sheets will be also be integrated. Using an existing, formatted Excel sheet provided by Contractor, this feature will allow users to transfer timing into the system and export timing data out.

##### **TASK 7.1.2 – KITS LACO 4E MODIFICATION SUPPORT**

The following tasks require changes to the LACO-4E Excel spreadsheet. Contractor and County staff will work together to provide markups to the spreadsheet to accommodate the changes described below. Changes to the LACO-4E Excel spreadsheet used for the current KITS import/export will be modified by County. Contractor will then modify the existing KITS functionality for controller timing import and export to properly function with the modified Excel sheet version that will be maintained by County.

##### **TASK 7.1.2.1 – BUS SIGNAL PRIORITY (BSP) MODIFICATIONS**

Contractor will modify the existing BSP LACO-4E controller timing page within KITS to reflect the modifications requested by the County. This update includes the modification of range checking parameters within the KITS BSP parameters.

**TASK 7.1.2.2 – BATTERY BACKUP SYSTEM (BBS) MODIFICATIONS**

Contractor will modify the existing LACO-4E preemption controller timing page within KITS to reflect the BBS changes. This update includes the upload, download and range checking the new parameters.

**TASK 7.1.2.3 – SUPPORT FOR NEGATIVE PHASES FOR LIGHT RAIL TRANSIT (LRT) AND PHASE RE-SERVICE**

Contractor will modify the existing LACO-4E overlap controller timing page within KITS to reflect the support for negative phases for LRT. This update will include upload, download and range checking the new parameters.

**TASK 7.1.3 – LACO 4E COPY MAIN MEMORY TO BACKUP ON DOWNLOAD**

LACO-4E offers a variety of “memory management shortcuts” that fall into two categories; memory erasure/initialization and signal timing saving/restoration. These functions are initiated from location 10A. On several occasions, existing controller configuration data that had been entered via the 170 controller front panel has been wiped out following a download from central. This issue is caused by the LACO-4E controller main memory not being synchronized with backup memory. To decrease the probability of this issue occurring, KITS will automatically send a command to the controller to copy main memory to backup memory prior to initiating a download command. A user with download privileges will also have the ability to issue a command to the controller to synchronize main memory with backup without executing a download command.

**7.1.4 – PHASING DIAGRAM IN LACO 4E EXCEL SHEET**

A phase diagram will be included on the front cover of the LACO-4E Excel Timing sheet. If the development team determines that the existing intersection graphics contain sufficient information based on the level of detail and the degree of uniformity, an automated routine will be developed to extract the relevant information from the Visio files. If additional detail is required, an MS Excel stencil will be provided to rapidly create the desired phasing diagram for each intersection. Once the graphic is created, subsequent database exports will utilize the graphical phasing diagram along with indications for phase north and true north. This task will also import notes from the timing sheet directly into the KITS Intersection Definition Form. The notes will also be able to be exported from KITS into the Excel version of the timing sheets.

**TASK 7.1.5 – HISTORICAL INTERVAL TIMING (HIT) REPORT DATA**

A function will be added to the KITS communication server that will log phase changes to the database for every intersection designated as both online and enabled. The feature will utilize the phase green and controller status indications currently returned as part of the standard poll message. The function will log the following information in each record:

- Green state of all controller phases
- Intersection ID
- Date/Time Stamp
- Controller Status (free, flash, communications failure, conflict, preemption, etc).
- Number of polls since last change



This phase operation data will be stored in a new database table that will be created as part of this scope. Data older than a <<*user-configurable*>> number of days (presumably this number will be relatively small, such as three days) will automatically be deleted from this table.

The user interface will be enhanced to allow the user to generate a report for a designated intersection, date, and time period that will provide a timed sequence of phase and controller status changes. The start of the report will include the phase change that occurred at or before the designated report start time and the last phase change will be at or after the designated report end time. The report will be presented as follows (subject to additional design feedback from County personnel):

- Each page of the report will repeat the header, the column headings, and the page number for readability.
- If the controller is programmed free for a sub-period within the period (or the entire period), the report will display the Plan number, “free”, the phase bank in use, and the settings of the phase bank in lieu of the Plan parameters (cycle, offset, splits).
- The report will display the poll frequency (indicates the accuracy of the report). On most channels, this should typically be 1.0 seconds per poll. This number can be affected by uploading and downloading or by intermittent communication failures. If the poll frequency exceeds 2 seconds per poll, the validity of the data is questionable.

The user will be able to select the summary statistics only, the detail only, or both the summary statistics and the detail. As a user-selectable option, the HIT report may also be selected as graphical output (in addition to the textual output and summary statistics). Two types of output will be available:

- Histograms of phase duration by phase (delineated by plan number and in free)
- Time series of phase duration data by ring (labels will identify the directional phase mnemonics)
- Appropriate representation of changes to controller mode (i.e. free, preempt, etc.) will be identified on the time-series graphs as reference to abrupt changes to the curves. For histograms, data during preempt events is removed from calculations.

The user will also be able to select “export to Excel” to send the data for further analysis or creation of other types of graphs or charts not included as the standard types above.

#### **TASK 7.1.6 – IP / LINE COMMUNICATION IMPROVEMENTS**

This enhancement will provide an upgraded approach to UDP/IP communication with LACO 4E. As a result, unique UDP ports will no longer be required to be configured for each field intersection. In addition, the user will no longer be required to configure a line for each intersection. Additional parameters will be added to the Intersection Definition Form in KITS that include the complete IPSubnet mask, and gateway address; agency ownership (up to 3), maintaining agency, port and latency as well as indication of UPS and video detection. These revisions will be included on both the KITS GUI screens and the output for the LACO 4E/Excel timing sheets.

In addition, this task will make the system parameters table dynamic and remove the requirement to reboot the communication server when adding a new intersection to the system or changing

values. Last, this enhancement will create a separate execution thread so that the user will be able to perform other activities while the time upload is occurring for the entire system.

#### **TASK 7.1.7 – CCTV AND VID ENHANCEMENTS**

This enhancement will replace the current County KITS CCTV module with an updated version that includes VIDs. This version will allow Pan, Tilt, Zoom (PTZ) control for the CCTV directly from the mouse. Other components of the CCTV module will be modified for integrated operation for the multiple versions of Cohu cameras currently used by County. In addition, this enhancement will include the functionality to allow County staff to place CCTV and VID icons on the upgraded KITS map as described in Task 7.2.3 – Map Upgrade. County staff will be able to have multiple windows open at the same time, limited by the communication bandwidth and the processing component on the work station. These CCTV Icons will allow users to pop open a video viewer with integrated control by clicking on a CCTV icon located on the upgraded KITS map. The VID icon will be distinguishable from the CCTV icon and will allow users to view the VID feed.

##### **TASK 7.1 – DELIVERABLES**

- 7.1(a) – Critical Design Review
- 7.1(b) – Acceptance Test Plan – Draft
- 7.1(c) – Acceptance Test Plan – Final
- 7.1(d) – Acceptance Test Report
- 7.1(e) – Go-Live
- 7.1(f) – Final Acceptance

#### **TASK 7.2 – KITS ENHANCEMENTS GROUP 2**

##### **TASK 7.2.1 – LACO 4E REMOTE DIAGNOSTICS AND ENHANCED KITS LOGIC**

When an intersection is put into cabinet flash by the CMU (conflict monitor unit), an intensive fault isolation feature is initiated by LACO-4E. As LACO-4E senses a transition of the External Stop Time input (C1-82) from False to True, it copies crucial program data to 357 bytes of contiguous memory starting at location 6C00. This memory in essence, captures the state of the intersection (from the program's perspective) within one second of the event that triggered the CMU Flash condition.

This enhancement will provide the mechanism for this memory to be retrieved by KITS with repeated *GetControllerTiming* messages, starting at address 6C00h, until all data has been uploaded. Once uploaded, this data can be used to perform detailed fault analysis of the event that caused the CMU Flash. This will provide for any user with upload privileges to remotely upload and access the memory segments.

##### **TASK 7.2.2 – LACO 4E TIMING LOGIC IN KITS**

Additional logic will be incorporated into KITS to enable proper plotting and graphical depiction of 'special' logic that is currently implemented within the LACO 4E firmware. County will provide a list of intersections that currently fall into the most common unique timing categories (e.g. double or triple force-offs, etc.) for evaluation by Contractor's staff. Through collaboration with County's staff to explain the coordination logic to Contractor's staff, each known limitation



will be addressed to allow more accurate rendering of the phasing information within the cycle summary and time-space diagram.

### TASK 7.2.3 – MAP UPGRADE

In this task, Contractor will migrate the GIS main map component of KITS from the current MapObjects to a map.net approach based on the initial prototype demonstrated for County at the 2013 KITS User's Group. This migration will allow modern, commercially available map base layers such as Bing and OpenStreet maps to be utilized with dynamic information from KITS layered on top. The existing KITS main map functionality will be preserved. County will be responsible for procuring the proper licenses for map.net and Bing.

Currently, when new ITS elements are added, the appropriate shapefile must be edited to enable dynamic status displays on the map. In addition, the updated file must be distributed to all KITS workstations. Under this revised approach, the user will simply click on the main map to add a new ITS element to the system. The latitude and longitude from the click will be captured and stored in the central SQL database. No additional management of main map files will be required.

The figure on the right is a prototype of the new KITS Map featuring a Bing Map, and a number of icons including cameras, and intersections.



Figure 1 – Mapping Architecture with MapDotNet Services and Features

Figure 2 – KITS Map Prototype; developed in .NET using MapDotNet's WPF interface

### TASK 7.2.4 – ADDITIONAL MAP FUNCTIONALITY

The following new functionality will be added to the map.net GIS functionality:

- Highlight
  - This function will allow the user to highlight an intersection, section, route, area, region, zone, or arterial and have those entities prominently displayed on the main

map. The feature enables the user to perform specific operations on only the highlighted entities.

- Zoom-to / Find
  - Default/pre-set. This function will allow the user to define a location on the map as a pre-set and select to zoom to that location. The user will be able to add and delete presets and modify the name of a preset.
  - Previous/Next. This function will allow the user to go to the previous map view/zoom level by using a right click to launch a menu of options including zooming to the previous level. The right click menu for each intersection icon will allow users to perform the following activities:
    - Go To (last selected preset),
    - Next,
    - Previous,
    - Select,
    - Add,
    - Save to current,
    - Rename,
    - Delete.
- County maintained Intersections
  - This enhancement will provide the ability to view only intersections that are categorized as County maintained on the main map.
  - This function will provide an ability to view which agency owns the intersection.

In addition to the upgrades to the main map, an upgraded LACO 4E stencil will be provided for use within MS Visio for creating intersection graphics. This functionality will allow users to drag and drop detector pin based functionality onto intersection graphics.

#### **TASK 7.2.5 – CONTROLLER SCHEDULED BATCH UPLOAD AND COMPARE**

The feature described below is designed to identify controllers that are operating with database parameters different than those defined in the central database. This scope will eliminate the need for the check sum comparison and replace it with the Controller Scheduled Batch Upload and Compare. This new functionality has a finer level of granularity than the check sum and can be used for individual intersections.

The Controller Scheduled Batch Upload and Compare module will operate as a separate process that will run on the application server computer. It will be scheduled to run once per day using Windows scheduler and it will process intersections in predefined areas. The user will specify a time to suspend the application if it has not been completed. Controllers that have not been processed before the application is terminated will be processed when the application restarts. The purpose of this scheme is to run the program at a time when it will not interfere with normal user activity and allow County staff to prioritize the processing of certain locations.



The application will create a list of intersections defined in the selected area that are online. The list will be further divided into the individual database pages used to calculate database mismatched data elements. The application will randomize uploads among the list of intersections to prevent any one communication line from being saturated with database upload messages at any one time. All intersections that are online in the list will be uploaded.

The module will periodically retrieve system status information in order to prevent uploading data from non-communicating intersections to save bandwidth. The application will cycle through the list of intersections executing a batch upload operation on each. The uploaded data will be compared with central database data using the existing comparison code associated with the batch upload function. The existing comparison function does not check read-only parameters that may legitimately be different. Data changes will be stored for up to 15 days.

Based on the total number of discrepancies, the application will update the data in the existing event log as follows:

1. If the total discrepancies per intersection exceed a threshold value, the application will log a single entry identifying the controller, database page, and number of discrepancies.
2. If the total discrepancies per intersection does not exceed the threshold value, the application will determine the specific field(s) that are different and will add a record to the event log that includes the field and central values of each parameter.

The user will be able to define the threshold as a system parameter.

A scheduled event log report will be generated each day filtered to provide the list of mismatched intersection pages that were identified during the previous processing cycle. The report will include the total number of discrepancies per page or the values of the field and central database parameters based on the logic described above.

A system-wide automated timed download will continue to occur at a user definable schedule up to 5 times per day. A new system-wide parameter will be included to allow the user to configure the threshold for the difference between the number of seconds in the field and central before the time discrepancy is flagged.

#### **TASK 7.2.6 – TIMING VALUE DISPLAY OF DATA MISMATCH**

Contractor will add a link on the timing values display to show the mismatches between the central database and the field. The individual user-selected timing values display will show the result of the previous Batch Upload and Compare values on the existing forms.

#### **TASK 7.2.7 – TIME-SPACE DIAGRAM ENHANCEMENTS**

Time-space diagrams will be upgraded to allow the plotting of historical data for an arterial for a user-defined time period within the past 30 days. Speeds between intersections can vary based on timing pattern that was running at the historical time. A distance scale will be provided on each printed diagram that allows the users to more precisely determine the relative distance between all intersections in the arterial.

#### **TASK 7.2.8 – REPORT FILTERING**

The report generation component of KITS will be enhanced as follows:

- 1) A routine will be added to provide the ability to sort and filter by agency. This will apply to the existing communication, event log, measure of effectiveness (MOE), system detector and user activity log reports.

- 2) For reports listed above with quantitative values (MOE, communication, and system detector), the user will have the ability to group and aggregate subsections of the data.
- 3) The user will have the ability to export the data to a variety of formats including MS Excel, Adobe PDF, and HTML file.
- 4) A new report will be added that summarizes preemption and transit priority activity for a specified time frame. The report will show which signal received the preemption, when the request came in, and what change to the timing it precipitated.
- 5) When time is uploaded from central, any discrepancies will be logged to the database for future analysis and trends and a report will be created.
- 6) Reports will be able to be filtered by date and time of day. This will enable a user to view data over several days within a specific time period. For example, display all timing pattern transitions for 20 days only from 4:00 p.m. to 6:00 p.m.
- 7) A new report will be created that provides a snapshot in time of all intersections currently collecting MOE data along with the IP address of each intersection.
- 8) A new report will be added to allow the comprehensive history review of any controller. The report will allow the user to query by date range and will allow users to view intersection that are only maintained by their agency.
- 9) The scheduled reports application will be deployed and configured to Excel format, automatic email, or printing of reports over a user configurable period of time. Additionally, the user may configure selection criteria for reports for the event log, communication and user activity log reports.

**TASK 7.2.9 – DETECTOR ENHANCEMENTS**

New fields will be added to the detector definition form that allows the user to more granularly define attributes of the detector. New fields include direction, number of lanes and detector type. New functionality will be added to allow an intersection to auto-populate associated system detectors based on data already contained in the detector timing sheet. A confirmation will be displayed to the user upon successful creation and any issues encountered will be noted.

**TASK 7.2.10 – SECURITY AND AGENCY CONFIGURATION ENHANCEMENTS**

Two meetings will be held to understand, document and define County's desired zone/agency security settings including privileges for the KITS User security system. A simplified approach will be implemented to allow an agency to define additional users only within their agency. Copy routines will be provided to allow pre-defined alert settings and privileges to be rapidly applied to new users.

**TASK 7.2 – DELIVERABLES**

- 7.2(a) – Critical Design Review
- 7.2(b) – Acceptance Test Plan
- 7.2(c) – Acceptance Test Report
- 7.2(d) – Go-Live
- 7.2(e) – Final Acceptance



**TASK 7.3 – KITS SOFTWARE UPGRADES GROUP 3****TASK 7.3.1 – ALERT VIEWER/PAGING ENHANCEMENTS**

KITS allows alarms and alerts to be sent to users via email and text message. Additional functionality will be implemented that will not page the user if an event terminates within a user-defined period for each event.

The enhanced paging functionality will also be customized so that each individual user can configure receive pages only for event(s) and areas that he/she has selected. Furthermore, the functionality will allow each user to receive pages for event(s) from designated zone(s) and intersection(s). Any user will have the ability to create an area with any number of intersections defined within it.

Contractor will allow group email/text-messaging by zone configuration. This will allow only the users assigned to a certain zone in a zone category to be emailed/paged when a configured alert is received for a device in that zone. Contractor will configure the PageGate application so that the groups configuration in PageGate matches the zone categories defined in KITS and will modify KITS so that the files have the correct header information (“TO: GROUPNAME”) to enable the subset of configured users to be emailed the associated alerts. The user will also be able to define and select (add/modify/delete) alternative group-names for generic grouping of users outside of defined zone categories.

Contractor will modify the event filter configuration so that maximum duration times can be added to any event type before an email/text message is sent. The event filter configuration display so that a change to a setting will be altered so it can quickly be applied to (a) all zones of this zone category for this role, (b) or all zones of all zone categories for all roles, or (c) only this combination of zone category, zone, and role.

**TASK 7.3.2 – SYSTEM SERVER STATUS IMPROVEMENT**

Contractor will add status indicators to the user interface menu-bar to indicate the connection status of server processing. In addition, when a connection is lost to a KITS server process, the user interface will automatically continue to attempt to reconnect on regular intervals. The reconnection interval will be configurable in the system database and on the system parameters user interface. Contractor will enhance the system status display so that there are two sections:

1. The top section will contain critical issues configured as critical by the user and this section will be updated automatically by the system.
2. The bottom section will contain the generic list of issues that will be updated only on demand by the user.
3. Users with administrator privileges will be able to designate alarms as critical or generic.

**TASK 7.3.3 – TIME-SPACE DIAGRAM AND USER INTERFACE ENHANCEMENTS***Time-Space Diagram*

- Contractor will enhance the real-time time-space diagram to support time of day (TOD) functions (phase omits by TOD). When an intersection has a phase omit for a particular plan, the split time for the phase will still be shown, but “grayed out” on the display. The green band calculation will continue through the omitted phase on the screen (when applicable).

- Contractor will enhance the real-time time-space diagram to support “turbo lanes” for intersections that do not have a phase in a ring (direction stays green all of the time) – show the band continuing through that intersection.
- Contractor will provide a “compressed” real-time time-space diagram that reduces the level of detail shown in the display so that many intersections can be shown on one screen. Samples have been provided by County to Contractor. Additional design review will occur with the County with mock-up screens before coding begins. Critical design review will occur with the County after the submittal.
- Contractor will integrate the data on the real-time time space display with the information from the HIT report data collection process, instead of the measure of effectiveness MOE cycle data collection.
- Contractor will allow the time-space diagram selection dialog to remain open after selecting a time-space diagram to allow selection of an additional arterial. This functionality will be helpful to determine timing impacts on multiple intersections.

**TASK 7.3 – DELIVERABLES**

- 7.3(a) – Critical Design Review
- 7.3(b) – Acceptance Test Plan
- 7.3(c) – Acceptance Test Report
- 7.3(d) – Go-Live
- 7.3(e) – Final Acceptance

**TASK 7.4 – MISCELLANEOUS ENHANCEMENTS**

1. Contractor will add the ability to copy and paste data from one controller database page to another (e.g. clipboard), including the ability to copy the data from one intersection to another (like values to like values).
  - a. Copy
2. Contractor will replace the “popups” operation of the time-space diagram action so that all errors and warnings for opening a time-space diagram are shown in one display list instead of a series of popups.
3. Contractor will allow directional mnemonics for phases to be editable by the user instead of using hard-coded values. Access to the directional mnemonics editor will be in the database→system→parameters sub-menu. Only users with administrative privileges will be allowed to make changes. A mnemonic may only be deleted if is not being used by any intersection and duplicate mnemonics will not be allowed.
4. Contractor will increase the size/length of arterial name fields from 25 to 40 characters. In addition, Contractor will add the ability for the user to search on an arterial name. The search feature will be added to arterial/route configuration, route selections related to route preemption status, and arterials selections for the time-space diagram.
5. Contractor will open a new timing values window to the right and down from the currently open window when another timing values window is already open (instead of opening the window in the same location as the current window).



6. Contractor will add a “tile windows” feature to arrange open timing values forms in a matrix (e.g. 2x2, 3x3, 4x4, all across, all down, cascade to left).
7. Contractor will include the following additional user actions in the user activity logging:
  - a. Save schedule forms
  - b. Save to user manual commands
  - c. Changes to database parameters
8. Contractor will allow a user to insert or delete an intersection in the middle of any arterial definition form without having to adjust the entire arterial, only the adjacent up- and down-stream signals on the map. The user will identify the location where the new intersection will be added and the user will enter in the new link distances and up and downstream phase numbers. When deleting an intersection, the system will query the user if the link between the up and downstream intersections should be made and what the link distance should be.
9. Contractor will disable tracking of controller database history for intersections that are marked as type “Test.”
10. Contractor will add “area” to the event log report selection form. Currently, only intersection and section actions are logged.
11. Contractor will modify the communications status report to have a “detailed” and a “summary” version. The detailed report will include the circuit, drop, segment, and IP address. This will improve service to the technicians. The report can be added to a user’s daily scheduled reports.
12. Contractor will add the “find” search feature to all existing reports.
13. Contractor will adjust the System Status Report to provide an option to sort by asset, intersection name, IP address, or status.
14. Contractor will update the interface to reflect the need for the following functions. The actual menus or method of accessing these functions may change relative to the final location of the user menus. The menu for “->Database->System->Arterial” will be updated to address following needs:
  - a) Add search key under Arterial Menu (in addition to searching by Arterial name identified in task 16, ability to identify which arterials contain a user specified asset number. Please note that an intersection may be assigned to multiple arterials/routes.)
  - b) Add Type filter (Arterial or Route)
  - c) Add print capability (print listing of all arterials, or detailed view of specific arterials)
15. Contractor will change the menu for “->Database->System->Links” to:
  - a) Add print capability
  - b) Add capability to switch to another intersection under the links menu
16. Contractor will change the menu for “->Command->Current Commands” to:

- a) Add the name of user who initiated the command
- 17. Contractor will change the Section definition to:
  - a) Add print capability
- 18. Contractor will change the menu for “->Command->Current Commands” to:
  - a) Add the name of user who initiated the command

**TASK 7.4 – DELIVERABLES**

- 7.4(a) – Critical Design Review
- 7.4(b) – Demonstration of Functionality
- 7.4(c) – Go-Live
- 7.4(d) – Final Acceptance

**TASK 8 – UPDATED USER DOCUMENTATION**

Contractor will revise the existing KITS documentation to customize it for the revisions provided in this Agreement for the following documents:

- **USER’S GUIDE for KITS** – provides an overview description of the system, its components, how they are used or accessed by the operators, as well as, how to use the GUI’s for all aspects of the system. Contractor will update the existing system documentation and provide an updated manual and on-line help pages for the KITS deployment. New screen shots and descriptions will be inserted that accurately depict the new features and functionality. In addition to the manual, on-line help will be packaged into a stand-alone, distributable file that can be executed independent of KITS.
- **MAINTENANCE GUIDE for KITS** - describes how to configure and maintain the LACO 4 version of KITS Workstations and Servers. This document discusses routine system maintenance, operation with the Windows Service Control Manager and required configuration settings
- **QUICK START GUIDE for KITS** – describes initial configuration and setup of the system. This brief document references the USER’S GUIDE, but presents the information in a simple format. The document focuses on data entry, map customization, and initial configuration.

Electronic and hard copy versions of the final deliverables will be provided. This scope and fee for this task assume that the documentation for the updated TCS will be prepared and provided when all of the previous tasks are complete. In the event that a particular task or subtask is delayed or at the request of the County, Contractor will prepare additional documentation or additional submittals of the documentation as an additional service.

**TASK 8 – DELIVERABLES**

- 8.1(a) – Electronic Copies of System USER’S, MAINTENANCE and QUICK START GUIDE for KITS – Draft
- 8.1(b) – Electronic Copies of System USER’S, MAINTENANCE and QUICK START GUIDE for KITS – Final



**TASK 9 – TRAINING**

KITS training will be provided and will focus on how to navigate and utilize the new features and KITS documentation. Training topics include assistance on the new items provided in this Agreement. Training for up to seven TMC workshops with two instructors will be provided. An advanced agenda will be provided along with electronic copies of all training material.

**TASK 10 – KITS MOBILE**

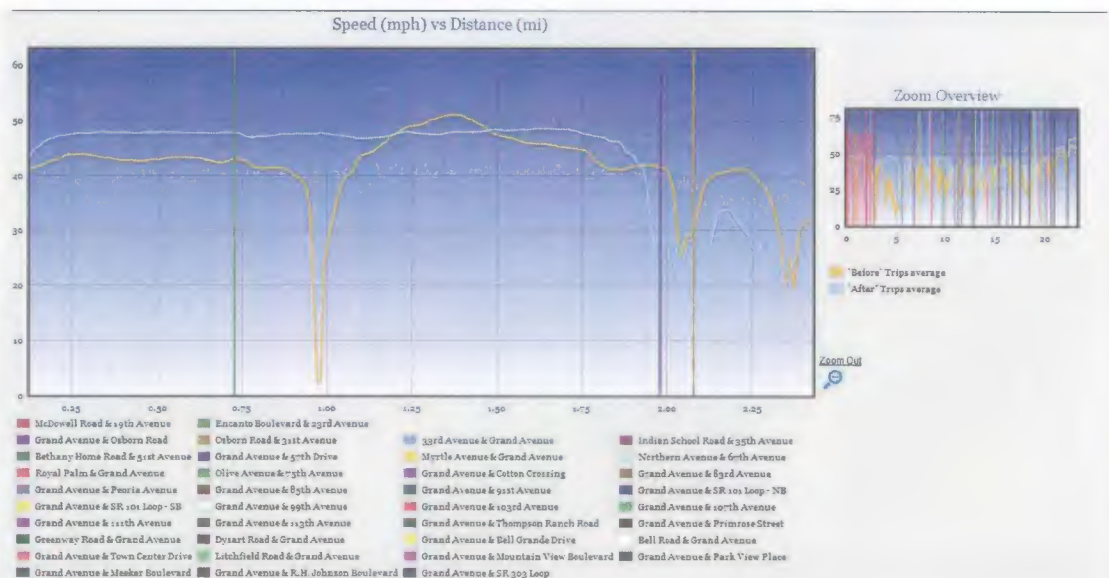
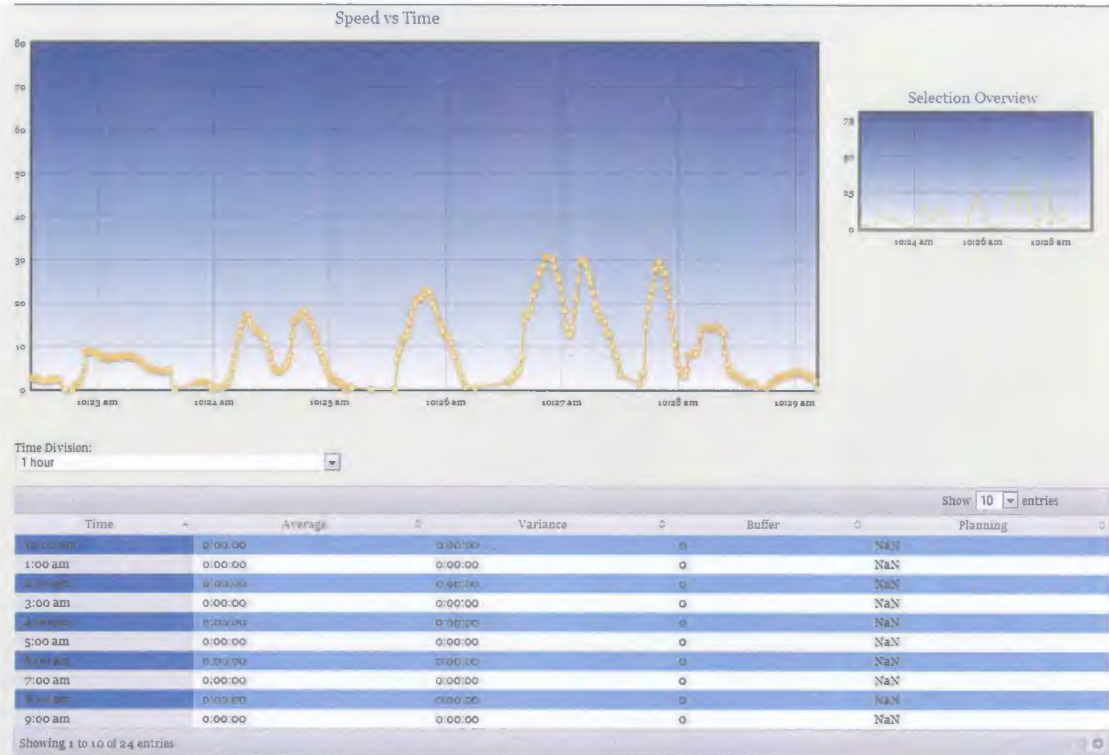
The KITS Mobile web service allows users to create a profile for data collection. The user records the start of his or her trip using the KITS Mobile application on a mobile device. KITS Mobile records the location, speed, altitude, heading, and time every second until the user ends the trip. The user can also enter information about the trip to record details such as weather, construction activities, presence of incidents, and other pertinent details. The trip is automatically recorded on a database maintained by Contractor and available to the user on the KITS Mobile website.

The trips can be viewed on the KITS Mobile website by User, Route, or by Trip. More than one trip can be selected at a time to compare data. The default display of the trip is to display the speed data. Other information that can be displayed includes: location, time, heading, and altitude. The data is displayed using Google Earth or Google Maps with standard map navigation to zoom or pan around the map or to zoom to the selected trip. Each data point can be selected individually to display information particular to that point or the map can display information for all of the data points using color coded icons as shown below. The map also displays a legend that can be modified to adjust thresholds for the color coded icons.



The KITS Mobile application can calculate travel times when the user selects two points on any route or trip. The travel time algorithm calculates the trip distance, average speed, and total trip time. The details of the trip are also displayed with the travel time results to show the information input by the user for the weather, incidents, etc.

The KITS Mobile web service provides full reporting functionality for data analytics. The reports can be selected by time range, geographic region, or by user. The Reports function allows the users to view raw data or to generate a variety of graphs. A typical graph produced is the “Speed vs. Time” graph shown below. In addition, multiple runs can be compared to each other to show the result of improvements using the “Compare Speed vs. Distance Report.” The screenshots show the process of selecting the desired runs and viewing the report. The data (shown below) can be used to gauge exactly how the improvements impacted the performance of the trip. The data is shown by node to identify where speed or delay changes. The data can be exported to an Excel spreadsheet and the average of the runs can be displayed on the graph.





Copy	Print	Save									Show	25	entries
Node #	Length (ft.)	Node Name		Travel Time (sec.)	# of Stops	Avg Speed (mph)	Total Delay (sec)	Fuel Cons. (ml)	HC <sub>1</sub> (grams)	CO (grams)	NO <sub>x</sub> (grams)		
34	1432	Grand Avenue @ Walker Boulevard	Before	47.3	0.0	21.0	43.0	28.09	1.38	45.64	0.64		
			After	45.6	0.2	22.0	24.7	28.22	0.32	6.30	0.13		
			Change	-1.9	(-4.0%)	-0.4	1.0	-0.8	-11.90	-0.90	-22.30	-0.50	
35	8939	Grand Avenue @ E.H. Johnson Boulevard	Before	107.7	0.1	14.0	9.3	137.59	1.41	101.11	1.25		
			After	99.6	0.0	17.0	3.0	83.43	1.86	33.46	0.42		
			Change	-8.1	(-7.5%)	-0.1	3.0	-54.00	-2.50	-67.60	-1.50		
36	5413	Grand Avenue @ SR 302 Loop	Before	79.2	0.2	11.0	8.4	66.18	1.92	42.58	0.74		
			After	64.7	0.2	13.0	3.2	36.22	1.72	44.54	0.77		
			Change	-14.5	(-18.0%)	-0.2	4.0	-29.96	-0.10	-1.70	0.10		
Totals			Before	1004.7	16.8	11.1	1236.1	2723.60	119.35	2335.67	45.46		
			After	923.1	0.3	14.0	783.8	2213.69	20.32	3502.90	33.19		
			Change	-81.6	(-8.0%)	-0.3	45.3	-509.90	-99.00	-663.80	-15.40		
Showing 101 to 112 of 112 entries													

The KITS Mobile web service is both a data collection and a data analytics tool. It can be used to enhance traffic operations by providing data to support operational decisions or evaluate traffic improvements.

This task allows for multiple iOS or Android devices to concurrently provide information into the KITS mobile web service and for up to 5 users to analyze the data on-line. Contractor will loan two mobile devices with data plan and accessories to County for one month lease period up to three times per year. County will supply up to two additional mobile devices and will manage and pay the data plan required for each device. A Maximum Fixed Price as annual fee will be provided for Contractor to install, configure, and manage each device and to host the performance metrics web application. Contractor's Mobile application will collect data from the device and transmit relevant performance metrics into a database through a secure web service. Contractor will train County in setting up user accounts, routes, and trips. This task includes the data storage for the data collection, the maintenance of the maps and the reports. All fees associated with the maintenance of the web site are also included in this task.

#### TASK 10 – DELIVERABLES

- 10.1 – KITS mobile application (loaned mobile devices)
- 10.2 – KITS mobile application (County-provided mobile devices)

#### TASK 11 – SOFTWARE AND SYSTEM MIGRATION SUPPORT

Contractor will provide system migration support to assist in County-initiated upgrades to third party software, hardware and other non-KITS related system changes. All efforts for this task must receive prior approval from County's Project Manager. It is currently envisioned that assistance may be provided for tasks such as virtualizing servers, installing and configuring KITS on additional County-owned workstations, and other labor associated with on-site installation, integration, and migration to updated versions of third party tools. Contractor will also assist with debugging issues not directly related to changes to KITS in collaboration with County IT staff. Activities associated with this Task will be reported as a part of Task 1 – Project Management monthly reports. This task does not include testing or upgrades to KITS as a result of changes to third party software.

If the Software and System Migration work effort required by Contractor is over 20 hours, prior to completing this work, Contractor shall submit a scope and an estimate of hours to County.

Upon approval of the scope and hours by Public Works in writing, Contractor shall proceed with the work as described. Contractor efforts under this task will be performed with approval of the County up to the budgeted amount shown in Exhibit B (Price and Schedule of Payments).



This Attachment A.1 sets forth the System Requirements for the System. System Requirements shall be updated if and when County elects to acquire any Additional Work, including but not limited to Additional Customizations, Additional Interfaces and Additional Software. Contractor shall maintain all System Requirements in the Solution throughout the entire term of the Agreement.

**1. EXISTING REQUIREMENTS – PHASE 1**

Req. #	Description
1.	The System should be easy to operate and maintain thereby reducing the staffing resources required.
2.	Open hardware and software systems will be used wherever possible.
3.	Fully Actuated operation under coordination will be supported where possible.
4.	The system shall be scaleable to the entire County.
5.	The System shall be capable of synchronizing the time reference clocks from the communication server with the entire system to enable adjacent intersections in different jurisdictions to be coordinated.
6.	The System shall have a multijurisdictional capability, allowing for two or more jurisdictions to share one system, and provide security restrictions by jurisdiction as appropriate.
7.	Security shall be configurable by functionality and device. This security strategy will apply to all system elements including CCTV and CMS.
8.	For multijurisdictional systems, each agency shall be able to monitor signal operations, reference plans, and traffic conditions in neighboring agencies in order to provide for enhanced coordination.
9.	For multijurisdictional systems, the System shall display inter-jurisdictional traffic signal data to enable coordination and achieve seamless traffic flow between jurisdictions.
10.	The System shall be capable of providing access from multiple sites, and be able to control access and security privileges based on jurisdiction and by user.
11.	The System will be modular and scaleable.
12.	All System hardware components shall operate on a Windows platform.
13.	The System shall be capable of communicating via hardwire, wireless and leased telephone lines. All communication shall be UDP/IP.
14.	The System shall be capable of dial up access from remote sites. Dialup and VPN access will be configured into the network by the County.
15.	All static data will be maintained using an off-the-shelf Relational Database Management System (RDBMS) accessible via SQL.
16.	Static database backups may be performed onto a DAT tape backup, write able CD-ROM drive, a network drive or other physical or virtual media as approved and managed by the County.
17.	Libraries of approved timing plans will be available to assign to intersection controllers. The controller shall support 9 timing plans. Central will support 18 plans per intersection, 9 of which will be marked temporary. The system will allow copying of plans within and between intersections
18.	All data required for System control and monitoring will be maintained to permit high-speed access.
19.	The System communications protocol shall be based on AB3418E standards.
20.	The System shall be capable of periodic archiving of certain dynamic data into the static database or onto a

	<p>backup medium such as magnetic tape or CD.</p> <p>Daily archived data will include the following:</p> <ul style="list-style-type: none"> <li>• Event Log (includes alerts)</li> <li>• System Detector</li> <li>• Count Detector</li> <li>• Link</li> <li>• User Log</li> <li>• Error Log</li> <li>• MOE Data (Split monitor log)</li> </ul>
21.	The System will include the ability to restore data stored on CD or other physical or virtual media as used by the County back to the online database. The Restore program will allow the user to select the data type and date of interest. Restored data will be accessible through History Reports.
22.	The System shall support 18 timing plans per intersection.
23.	The System shall be capable of supporting TRSP based plan selection.
24.	The System shall support Manual plan selection, and be capable of overriding TOD/TRSP plans, by system, group, and intersection.
25.	The System shall support Time reference and plan selection to sync groups (within same TCS and across TCS boundaries).
26.	The System will collect and maintain all data required for once-per-cycle monitoring and displays from all intersections at all times. Each controller will store the information from its previous cycle. If the intersection is not running coordination, data will be collected once per minute.
27.	The System shall gather VOS Detector data independent of local actuation and detection functions.
28.	The System will collect data from intersections on a once-per-cycle or once-per-minute period and aggregate data within the TCS.
29.	The System shall support up to 24 system detectors per intersection.
30.	The System shall upload detector data once per minute at a minimum.
31.	The detector data collected by the TCS will include volume, occupancy, and speed will be calculated at central using volume, occupancy, loop length, and average vehicle length
32.	The System will collect events from the intersections on a once-per-second and/or once-per-cycle basis, depending on the event type.
33.	The System will collect events from the communications server regarding intersection communications status as they occur.
34.	The System shall be capable of issuing plan and mode changes to local controller.
35.	The System shall be capable of downloading plan data to local controller.
36.	The System shall provide services to upload and download local controller databases.
37.	The System shall be capable of comparing controller signal timing data in the central database with that in the field controller and issuing reports and/or alarms where different data is encountered.
38.	The System shall report when a controller is in Conflict Flash.
39.	The System shall report a controller communication failure or recovery.
40.	The System shall report when detectors are experiencing constant calls for user-set time period, if reported by the controller.



41.	The System shall report when detectors experiencing no calls for user-set time period, if reported by the controller.
42.	The System shall report when a detector is experiencing excessive calls (user set).
43.	The System shall be able to generate reports on detector % available at detector, intersection, or area level.
44.	The System shall report when a cabinet door is opened and detected by the controller.
45.	The System shall report when the Controller reports local database changes.
46.	The System shall report when the Controller reports operating status change (+COI).
47.	The System shall be capable of prioritizing Alarms. There shall be a minimum of three levels of priority (low, medium and high) for alarms. New, unacknowledged, high-priority alerts shall be displayed at the top of the alert window.
48.	The System shall allow user-selectable priority for each possible type of alarm.
49.	If field communications are error free, the System shall display alarms within 5 seconds of occurring.
50.	All Alarms shall be logged and maintained in a database file.
51.	The System shall allow users to select to ignore an alarm based on alarm type.
52.	The System shall provide for different alarm report features by user and by alarm type. The System shall provide a feature allowing unique icons, priority, wav file, and action to be assigned to each alarm.
53.	The System shall allow users to select Alarms to print upon request and automatically print on designated printers.
54.	The System shall provide for Automatic archiving of Alarms on disk.
55.	The System shall automatically time stamp alarms and route to specified operator stations.
56.	The System shall provide the ability to add new alarms or events to one component of the system without rebuilding any other part of the system.
57.	The System shall provide the ability for Administrators to configure the system to deliver various alarms to multiple destinations.
58.	The System shall provide the ability for Users to configure individual delays for alarms.
59.	The System shall provide the capability for Users to route alarms to specific agencies.
60.	The System shall be able to monitor intersection operation to verify compliance with the selected timing plan.
61.	The System shall provide for TOD/DOW Control via system-wide, group, and individual intersection, w/ command hierarchy.
62.	The System shall provide for Fixed and “floating” holiday exception tables. Holidays will override the standard TOD/DOW control tables.
63.	The System shall provide the ability for the user to import and export LACO 4 timing from Excel.
64.	The System shall be capable of displaying green-band time-space diagrams based on current intersection/timing plan database.
65.	The System shall allow an operator to modify a subset of the intersection timing plan database items (offset) via the time space Diagram Editor.
66.	The System shall be capable of printing time/space diagrams.
67.	The System shall be capable of synchronizing time via a web-based time control to synchronize Windows

	time.
68.	The System central server will maintain time for the system. Local controller time will serve as back up if communication is lost.
69.	The System will support different baud rates for communications channels to the controllers.
70.	The System shall communicate with each intersection once per second.
71.	The System shall support communication protocols for the LACO-IVE 170 software package.
72.	All user accessible software will use a common graphical user interface (GUI).
73.	The GUI will allow the use of a mouse.
74.	The operator workstations shall have a minimum screen resolution of 1600x1200x16 colors.
75.	The GUI shall have drop down menus to provide users with commands to the system.
76.	The GUI will provide context-sensitive help for all windows and dialog boxes.
77.	Operator workstations will be able to print a useful readable copy of the screen on paper.
78.	The GUI will run on a workstation running via the Microsoft Windows platform.
79.	The system shall support a variable number of operator workstations for the system as a whole and at individual TOC's.
80.	The System will allow users at any workstation to have the ability to control any intersection in the system if they have been granted that privilege.
81.	Operators will be able to manipulate intersection controller database if they have the proper privileges.
82.	The user interface will provide geographically accurate maps of LA cCounty, corridors in the county, and cities in corridors. The base graphics will be provided by the County.
83.	The System shall provide the capability to zoom maps to more detailed views. This will take less than 5 seconds using current PC technology. Aerial photographs will take longer than 5 seconds, but can be disabled. Once zoomed, the System shall provide the capability to pan the view through different areas of the map.
84.	The System shall provide the capability to click areas on the maps and allow switching to more detailed views of the county, corridors, jurisdictions, sections, or intersections.
85.	The System shall allow an operator with the correct security privileges to edit the base map displays and textual or graphical information in them.
86.	The System shall allow an operator to edit the base map displays, and textual or graphical information using Arc View. Windows file based security can be used to restrict access.
87.	The System shall be capable of viewing CMS messages if required in the future.
88.	The System will provide a means to display current timing plan information (cycle/split/offset) for arterial controllers.
89.	The System shall be capable of displaying volume, occupancy, and speed, and V+K0 data directly as well as congestion data.
90.	The System shall be capable of displaying main and side street green returns for intersection controllers.
91.	The System shall display intersection phase color indications.
92.	The System shall display intersection pedestrian indications (Walk/Don't Walk).
93.	The System shall display Pedestrian Push Button calls.



94.	The System shall display vehicle detector calls.
95.	The System shall display link congestion indication.
96.	The System shall display indication of which interval currently timing on each controller.
97.	The System shall display status of coordination at each controller.
98.	The System shall display details of coordination at a controller: coordination timers. This includes the master cycle timer.
99.	The System shall display the status of all conflict monitors as reported by the controller.
100.	The System shall be capable of displaying data from the same or different intersections on multiple workstations simultaneously.
101.	The System shall display detector volume counts.
102.	The System shall display detector occupancy (%).
103.	The System shall display average speed over detector.
104.	The System shall display V+kO value for each detector.
105.	The System shall be capable of displaying new data types available from existing or new controllers if required in the future. Once a new controller is configured, it will be available without a central server reboot.
106.	The System shall be capable of printing formatted reports from logged VOS data.
107.	The System shall be capable of providing a report of intersection delays by date and/or time.
108.	The System shall be capable of providing a report of arterial congestion link speeds.
109.	The System shall be capable of providing a report of arterial congestion link volumes v+kO.
110.	The System shall be capable of providing a report indicating variations in link volumes. The System shall be capable of providing a report of arterial congestion link Occupancy reports.
111.	The System shall be capable of providing a report of arterial congestion link Occupancy reports.
112.	The System shall be capable of providing a report indicating variations in volumes by day, week, month, and season.
113.	The System shall provide a customized report generator tool.
114.	The System shall be capable of automatically generating a report by TOD.
115.	The System shall be capable of generating a report of alarms, such as link congestion or traffic condition.
116.	The operator interface will provide a means of reporting system alarms to users.
117.	The operator can add informational events to the system event log.
118.	The System shall provide the capability to initiate the download of traffic signal data from the field.
119.	The System shall be capable of formatting printouts - not "print-screens". Will be able to print out full or partial database with "clean" layout.
120.	The System shall provide a mechanism for auto-upload, auto-compare of all system functions by TOD or upon user request.
121.	The System shall be capable of uploading traffic signal data from the field to the central.

	<b>PHASE I Pool Dollar Requirements</b>
122.	The System shall provide a mechanism to alert a user that a controller database page is currently open by another user.
123.	The System shall provide a mechanism to track temporary timing for each intersection. Reports can be generated for intersections and database pages that currently have temporary timing set. The user shall have the ability to view and roll-back to the previous timing.
124.	The System shall provide a mechanism to track and produce an alarm acknowledgment reports.

## **2. NEW REQUIREMENTS – PHASE II**

125.	The System shall use an automated routine to extract and convert location information to latitude and longitude coordinates.
126.	The System shall have a center to center interface with the County's Information Exchange Network (IEN) based on the current IEN XML schema.
127.	The System shall connect to the IEN.
128.	The System shall support the Econolite ASC/3 version 2.51 controller using the NTCIP communication protocol.
129.	The System shall support the Bus Signal Priority LACO-4E as modified by the County.
130.	The System shall support the Battery Backup System County modifications to the LACO-4E preemption controller timing page.
131.	The System shall support the negative phases for Light Rail Transit.
132.	The System shall send a command to the controller to copy main memory to backup memory prior to initiating a download command.
133.	The System shall import notes from the LACO-4E timing sheet directly to the KITS Intersection Definition Form.
134.	The System shall export notes from the KITS Intersection Definition Form to the LACO-4E timing sheet.
135.	The System shall include a phase diagram on the front cover of the LACO-4E Timing Sheet.
136.	<p>The System shall log phase changes to the database for every intersection designated as online and enabled. The following changes will be logged:</p> <ol style="list-style-type: none"> <li>1. Green state of all controller phases</li> <li>2. Intersection ID</li> <li>3. Date/Time Stamp</li> <li>4. Controller Status (free, flash, communications failure, conflict, preemption, etc.).</li> <li>5. Number of polls since last change</li> </ol>
137.	The System shall store phase changes in a database table.
138.	The System shall allow the user to generate a report for a designated intersection, date, and time period that



	will provide a timed sequence of phase and controller status changes.
139.	<p>The System shall be configured to add the following parameters to the Intersection Definition Form:</p> <ul style="list-style-type: none"> <li>• complete IPSubnet mask</li> <li>• gateway address</li> <li>• agency ownership (up to 3)</li> <li>• maintaining agency</li> <li>• port</li> <li>• latency</li> <li>• indication of UPS and video detection</li> </ul>
140.	The System shall not require a reboot from the communication server when adding a new intersection to the system or changing values.
141.	The System shall allow Pan, Tilt, Zoom (PTZ) control for the CCTV directly from the mouse.
142.	The System shall allow the integrated operation for multiple versions of Cohu cameras used by LA County.
143.	The System shall allow County staff to place CCTV and VID icons on the main KITS map.
144.	The System shall be able to have multiple windows open at the same time, limited by the communication bandwidth and the processing component on the work station.
145.	The System shall have two different icons for the VID and the CCTV.
146.	The System shall allow users to pop open a video viewer with an integrated control by clicking on a CCTV or VID icon.
147.	The System shall allow the integrated viewing of VID cameras including current versions of Iteris.
148.	The System shall retrieve the memory from the CMU 6C00 flash mechanism.
149.	The System shall enable proper plotting and graphical depiction of ‘special’ logic that is currently implemented within the LACO 4E firmware.
150.	The System shall migrate the GIS main map component of KITS from the current MapObjects to a map.net approach based on the initial prototype demonstrated for the County.
151.	The System shall allow the user to add a new ITS element to the system.
152.	The System shall enable the user to perform other activities while the time upload is occurring for the entire system.
153.	The System shall allow the user to highlight an intersection, section, route, area, region, zone, or arterial and have those entities prominently displayed on the main map.
154.	The System shall allow the user to define a location on the map as a pre-set and select to zoom to that location from a right-click menu on the map.
155.	<p>The System shall allow the user to go to the previous map view/zoom level by using a right click to launch a menu of options including:</p> <ul style="list-style-type: none"> <li>• zooming to the previous level</li> <li>• Go To (last selected preset),</li> <li>• Next,</li> <li>• Previous,</li> </ul>

	<ul style="list-style-type: none"> <li>• Select,</li> <li>• Add,</li> <li>• Save to current,</li> <li>• Rename,</li> <li>• Delete.</li> </ul>
156.	The System shall allow the user to view only intersections that are categorized as County maintained on the main map.
157.	The System shall allow the user to view which agency owns the intersection.
158.	The System shall include a Controller Scheduled Batch Upload and Compare module to create a list of intersection defined in the selected area that are online and to calculate database mismatched elements.
159.	The System shall include details for discrepancies in the data for the existing event log..
160.	The System shall generate a scheduled event log report to provide the list of mismatched intersection pages.
161.	The System shall have a timing value display to show the mismatches between the central database and the field.
162.	The System shall be upgraded to allow the plotting of historical data for an arterial for a user-defined time period within the past 30 days.
163.	The System shall provide a scale on each printed time space diagram.
164.	The System shall amend the communication, event log, MOE, system detector, and user activity log reports to allow for the capability to filter by agency.
165.	The System shall have the ability to group and aggregate subsections of the data for communication, event log, MOE, system detector, and user activity log reports.
166.	The System shall have the ability to export the data to a variety of formats including MS Excel, Adobe PDF, and HTML file.
167.	The System shall report preemption and transit priority activity for a specified time frame.
168.	The System shall log and report any discrepancies when time is uploaded from central.
169.	The System shall allow reports to be filtered by date and time of day.
170.	The System shall generate a report that provides a snapshot in time of all intersections currently collecting MOE data along with the IP address of each intersection.
171.	The System shall generate a report that provides a comprehensive history review of any controller.
172.	The System shall generate a scheduled report configured in Excel, email, or printable report with configurable selection criteria.
173.	The System shall allow the intersection definition form to auto populate from the detector timing sheet.
174.	The System shall contain fields for direction, number of lanes, and detector type in the intersection definition form.



175.	The System shall allow the user to define a time period for events to occur before an alert is generated.
176.	The System shall allow the user to configure alerts for user-defined events or areas.
177.	The System shall allow alerts to be assigned to users by zone.
178.	The System shall indicate connection status of server processing.
179.	The System shall attempt to reconnect to the KITS server if the connection is lost.
180.	The System shall provide system status indication for critical issues as defined by the user.
181.	The System shall provide a generic list of issues updated on demand.
182.	The System shall allow the administrative users to designate alarms as critical or generic.
183.	The System shall support time of day functions on the real-time time space diagram.
184.	The System shall support turbo lanes in the real-time time space diagram for intersections that do not have a phase in a ring.
185.	The System shall provide a compressed real-time time space diagram that reduces the detail for multiple intersections to be shown on the same screen.
186.	The System shall integrate the data on the real-time time space diagram with the Historical Interval Timing (HIT) report data.
187.	The System shall allow the time-space diagram selection dialog to remain open after selecting a time-space diagram to allow selection of an additional arterial.
188.	The System shall provide the ability to copy and paste data from one controller database page to another.
189.	The System shall display errors and warnings for a time space diagram in a single display.
190.	The System shall allow directional mnemonics for phases to be editable by the user.
191.	The System shall allow an arterial name of 40 characters or less.
192.	The System shall allow the user to search an arterial name.
193.	The System shall allow a new timing values window to open on a different part of the screen than the first window.
194.	The System shall tile windows to arrange open timing values forms in a matrix.
195.	The System shall include the following user actions in the user activity logging: <ul style="list-style-type: none"> <li>• Save schedule forms</li> <li>• Save to user manual commands</li> <li>• Changes to database parameters.</li> </ul>
196.	The System shall allow a user to insert or delete an intersection in the middle of any arterial definition form.
197.	The System shall disable tracking of controller database history for intersections that are marked as type "Test."

198.	The System shall include “area” on the event log report selection form.
199.	The System shall have a detailed and a summary communication status report. The detailed report will include the circuit, drop, segment, and IP address.
200.	The System shall have the “find” binoculars search feature to all existing reports.
201.	The System shall provide the option to sort the System Status Report by asset, intersection name, IP address, or status.
202.	<p>The System shall change the menu for “-&gt;”Database-&gt;System-&gt;Arterial” to:</p> <ul style="list-style-type: none"><li>• Add search key under Arterial Menu (in addition to searching by Arterial name identified in task 16, ability to identify which arterials contain a user specified asset number. Please note that an intersection may be assigned to multiple arterials/routes.)</li><li>• Add Type filter (Arterial or Route)</li><li>• Add print capability (print listing of all arterials, or detailed view of specific arterials).</li></ul>
203.	<p>The System shall change the menu for “-&gt;”Database-&gt;System-&gt;Links” to:</p> <ul style="list-style-type: none"><li>• Add print capability</li><li>• Add capability to switch to another intersection under the links menu</li><li>• Contractor will change the Section definition to add a print capability.</li></ul>
204.	The System shall add the name of user who initiated a manual command to the current commands display.



## **APPLICATION SOFTWARE**

The Application Software provided by Contractor to County under the Agreement includes the components set forth in this Attachment A.2 below.

### **Kimley-Horn Integrated Transportation Systems (KITS™)**

KITS integrates Kimley-Horn's proven arterial control functionality with the wide variety of devices and analysis tools supported by our proven Freeway Management System (FMS). In addition to traditional signal and freeway device support, KITS integrates the latest in industry-standard technologies for Advanced Transportation Management Systems (ATMS), including congestion management and NTCIP protocol support. Kimley-Horn's integrated approach to transportation management maximizes the effectiveness of an agency's ITS resources.

### **ARTERIAL SYSTEMS**

KITS provides a wealth of traffic control and traffic engineering features designed to enhance traffic flow on arterial networks. These functions have been developed and refined over 15 years of continuous operation.

### **TRAFFIC CONTROL**

KITS provides a full range of traffic control features built on a state-of-the-art centralized-distributed system architecture. The predecessor of KITS dates to 1989 and was one of the original systems to combine the power of centralized Urban Traffic Control Systems (UTCS) with the convenience and inherent redundancy of closed-loop architecture.

Traffic control features include support for the following modes of operation:

- *Time-of-day (TOD) schedule*
- *Event schedule*
- *Traffic responsive*
- *Manual command*
- *Adaptive*

These modes of operation can be selected on a time-of-day basis or by operator command. Similarly, intersections can be assigned to a different control section by TOD schedule or operator command.

A traffic control summary report allows the operator to quickly identify active control modes across the full extent of the system. In addition, a current command display provides a list of all active manual commands. This flexibility allows the traffic engineer to configure and refine the system to meet the demands of predictable traffic patterns.

KITS functionality goes well beyond control of the predictable. A commonsense approach to congestion management provides additional features designed to mitigate unusual traffic conditions created by incidents, weather, or other causes. The features include the following:

- *Congestion alerts based on operator-defined detector thresholds*
- *Automatic repositioning of cameras allowing operators to view affected areas sections*
- *Operator selection of predefined DMS messages*
- *Ad hoc creation of multi-intersection control areas that can be manually commanded*

Combining these control features with system-health monitoring capabilities allows KITS to be an important component of evacuation planning for emergency management purposes.

### **TRAFFIC ENGINEERING**

Kimley-Horn brings more than 35 years of traffic engineering expertise to the development of such KITS features as:

- *Collection and reporting of detector data including volume, occupancy, and speed for planning and timing plan development*
- *Editing of signal controller databases including edit, download, upload, and import functions Integrated time/space diagram with drag-and-drop offset modification*
- *Synchro interface, allowing the user to import timing plans developed in Synchro directly into the*

*system*

- *Real-time coordination logic display*
- *Split monitor for comparing programmed and actual splits*
- *Measure-of-effectiveness (MOE) data collection including stops, queues and delays*

## **INCIDENT MANAGEMENT**

KITS provides a comprehensive database capability to record and track incidents over time. An operator that manages an incident can edit and store a wide range of information related to the incident. This data is available through reports for historical analysis.

## **COMMON FEATURES**

The following sections describe features that are common to both arterial and freeway systems. By virtue of this common approach to many system features, KITS is well suited to meet both arterial and freeway operations of a single agency or an entire region.

## **GRAPHICAL USER INTERFACE (GUI)**

KITS uses geographic information system (GIS) technology as the basis for its GUI. A system map provides access to device-related functions, using icons to represent individual devices. Right-clicking on an icon displays a menu of functions associated with that device.

In addition to the map display, diagrams of intersections, arterials, freeway segments, and ramps are available. These diagrams can be configured to display real-time device information including intersection phasing, detector thresholds, and ramp metering rates.

KITS provides a menu from which any function of the system can be selected. Alternatively, hot-keys can be defined to select functions using a simple key combination. The hot-keys are configured by each user to suit individual preferences.

## **SECURITY**

KITS provides comprehensive security provisions that can be tailored to meet an agency's needs. An operator with administrative security access can configure roles within the system. Access levels include the following:

- *No Access*
- *View Only*
- *Upload Access*
- *Download Access*
- *Editing Access*

The administrator completes the process by assigning each user's Windows login name to a role.

The security system also tracks user activities by logging a time-stamped entry in the database each time a user makes a change in the system. A report is provided allowing the administrator to search this log for activities of a selected user over a specified period of time.

In addition to security based on individual users, KITS provides multi-agency support by providing security based on device ownership. This allows a user to view the operation of another agency's devices without being able to affect operations.

## **MAINTENANCE**

Effective maintenance of transportation system components is critical to successful traffic operations. KITS provides equipment monitoring, failure alerts, diagnostic displays, and historical tracking of all system components.



Equipment monitoring involves periodic polling (up to once per second) of all configured field devices. Based on operator configurable parameters, detected failures can generate the following types of alerts:

- *Audible alerts to system workstations*
- *Text messages to mobile devices*
- *E-mails to any designated recipient*

Each alert indicates the device type, location, and the type of failure detected. Paged and e-mail alerts can be routed to one or more maintenance staff on a scheduled basis.

Diagnostic reports are provided as a means to evaluate a failure in more detail using the central system. Real-time diagnostic reports include the following:

- *Cabinet input/output display*
- *Coordination logic display*
- *Split monitor display*
- *Communication transaction report*

KITS keeps a record of component failures in a historical database table. Predefined reports are provided to evaluate this data based on equipment type, location, date/time, and type of failure. These reports are supplemented by an open database design that allows customized reports using a variety of third-party tools.

## DEVICES

Kimley-Horn's focus is to cost-effectively configure and integrate a transportation system that meets your agency's specific needs. KITS supports open-architecture industry-standard equipment used for a variety of transportation related applications. A partial list of supported device types includes the following:

- *Model 2070 controllers*
- *Model 170 and 179 controllers*
- *NEMA controllers (NTCIP)*
- *CCTV cameras*
- *Video switches*
- *Dynamic Message Signs (DMS)*
- *Ramp meters*
- *Flashing beacons*
- *Reversible Lane Control Systems*
- *Emergency Pre-Emption*
- *Loop, video, and acoustical detectors*
- *Bluetooth devices*
- *Trailblazer signs*
- *Weather sensors including Road Weather Information System (RWIS) and flood warning*
- *Highway Advisory Radio (HAR)*
- *Gate control devices*

## COMMUNICATION PROTOCOLS

Unlike most system suppliers that also manufacture equipment, Kimley-Horn is committed to protecting your investment by supporting communication standards that provide interoperability among equipment vendors. NTCIP is critical to this approach in the transportation industry.

For the purpose of communication between the central system and various field devices, KITS supports NTCIP. Common elements of NTCIP supported by KITS include:

- *SNMP*

- *PMPP*
- *RS-232 over various media*
- *UDP and TCP over IP networks*

Additional center-to-field protocol support includes the following:

- *AB3418E (Caltrans standard)*
- *Manufacturer standard*
- *Agency standard*

For the purpose of center-to-center communications, KITS supports the following NTCIP constituent protocols:

- *XML*

## COMMUNICATION MEDIA

The communication network required to support a transportation system is often the most costly element of a system deployment. KITS has been designed to operate effectively over a variety of high and low band-width media. Examples of communication media used in existing KITS deployments include the following:

- *Fiber optic*
- *CATV (Coax)*
- *Broadcast RF (FM band)*
- *Microwave*
- *Spread spectrum*
- *Twisted-pair*
- *Dial-up analog and digital lines*

In addition, communication between an operator's laptop computer and the central system can be accomplished by a simple cellular-phone connection. This capability makes mobile operation a reality for users of KITS.

## PLATFORM

The predecessor of KITS dates to 1989. At that time, a combination of mini-computers and DOS workstations were used to run the system. In the intervening years, KITS has been enhanced and updated to support a variety of operating systems. Beginning in 1999, all KITS deployed systems have used Window NT or newer Windows operating systems running on commercial-off-the-shelf (COTS) PC hardware. Kimley-Horn is committed to supporting the most cost-effective hardware and operating system software available.

The following is a list of typical equipment and related third-party software:

- *PC server running Windows 2008 and SQL server database management system*
- *Digiboard or Rocket Port multi-port serial adapter or terminal server connected to field communication network.*
- *One or more (no limit) Windows 7 or XP workstations*
- *LAN/WAN*
- *Remote Access Services (RAS)*
- *Virtual Private Network (VPN)*

KITS easily integrates with your existing equipment. The same workstation you use for e-mail and Microsoft Office applications can also be used as a KITS workstation.

## DESIGN AND INTEGRATION SERVICES



Kimley-Horn is a nationally recognized leader in ITS design and integration services. Our comprehensive approach to ITS technology assures that we have the expertise to manage your agency's system implementation process successfully. Kimley-Horn staff is passionate about our work and would welcome the opportunity to discuss our approach to your agency's ITS deployment plans.

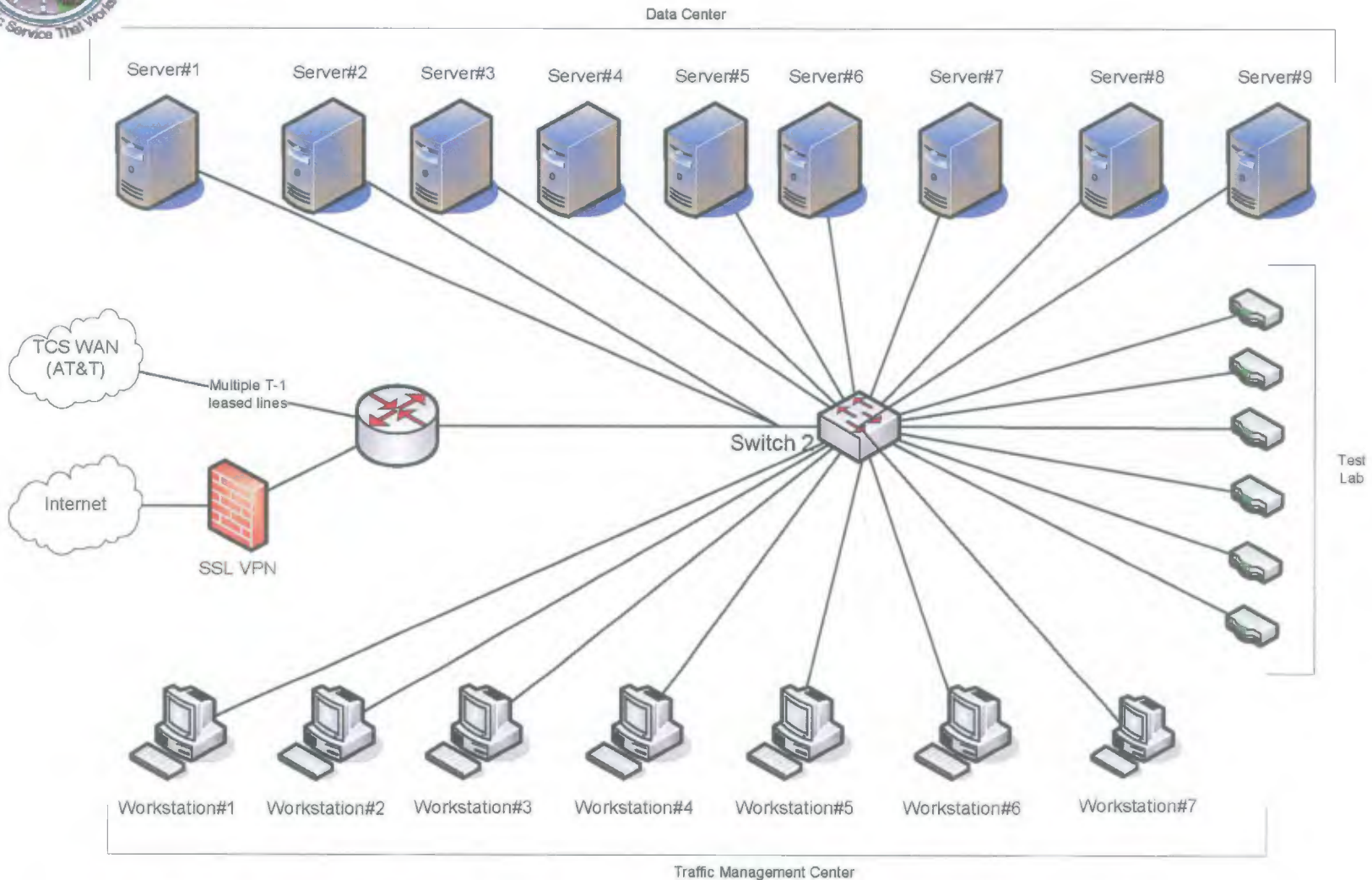
### THIRD PARTY SOFTWARE TOOLS

<b>Developer Tools – All developer tools required for on-site compilation of client and server code.</b>
Visual Studio 2012 – Base C++ compiler
Crystal Reports 2011 – Used for building reports into KITS and creating custom reports
Robo Help 10
Map Dot Net UX 9 – Support for GIS layer
Telerik.net – Visual tools

<b>Runtime Tools</b>
PageGate 10 pager license – used for paging when specific events occur
PageGate Command line/ASCII Interface - used for paging when specific events occur
SQL Server 2008 Standard Edition with 10 CALs – Used to store all controller, configuration and historical data.
Map Dot Net Runtime license

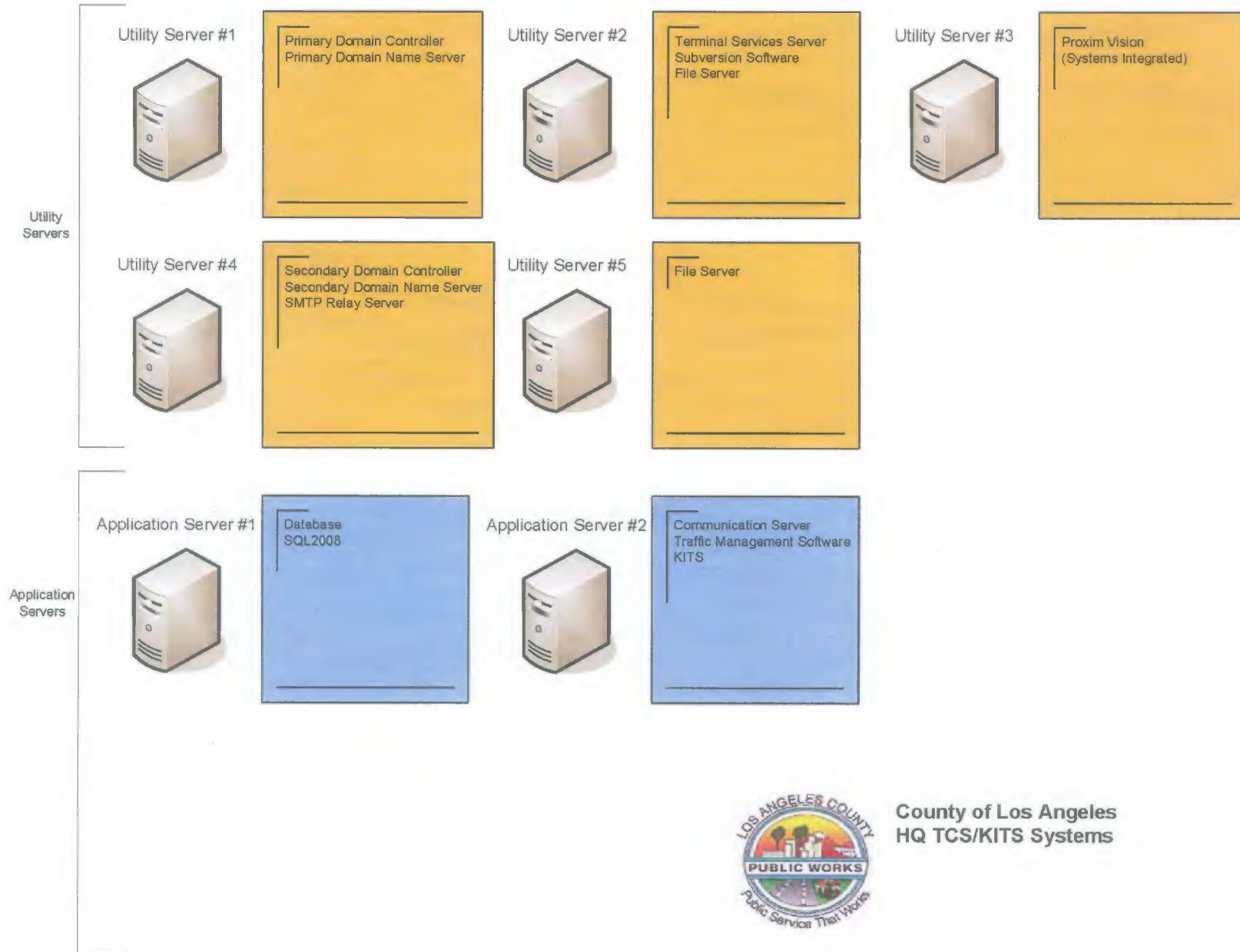


County of Los Angeles  
HQ TCS/KITS Systems



## TCS/KITS Systems at L.A County Public Works HQ





**ATTACHMENT A.4****ACCEPTANCE CERTIFICATE**

(Name and Address)		TRANSMITTAL DATE
<b>ACCEPTANCE CERTIFICATE</b>		CONTRACT NUMBER
		TITLE
FROM:	TO: Jane White County's Project Director Department of Public Works	
_____ Contractor's Project Director (Signature Required)		
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit A (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
<b>TASK DESCRIPTION</b> (including Task and subtask numbers as set forth in the Statement of Work)	<b>DELIVERABLES</b> (including Deliverable numbers as set forth in the Statement of Work)	
<b>Comments:</b>  		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.		
<b>County Acceptance:</b>  NAME _____ SIGNATURE _____ DATE _____ County's Project Director		

Distribution:  
 Original – Financial Services  
 Copy 1 - Contractor

Copy 2 - County's Project Manager  
 Copy 3 - DPW Master Contract File

**EXHIBIT B**  
**PRICE AND SCHEDULE OF PAYMENTS**  
**FOR**  
**INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM**  
**PHASE II**



**1. GENERAL**

This Exhibit B sets forth the Contractor's schedule of Deliverables and payments for the work provided by Contractor under the Agreement. Unless defined herein, capitalized terms used herein have the meanings given to such terms in the Base Agreement. The items listed in the following table reflect the project Tasks and Deliverables and will also serve as the basis for submitting invoices.

**2. DELIVERABLES**

Unless specified otherwise, Contractor will be paid the Implementation Cost on a fixed-price basis for completed and accepted Deliverables as provided herein below. The payments shall be subject to holdbacks, which will be withheld by County and released to Contractor pursuant to the provisions of Paragraph 9.6 (Holdbacks) of the Base Agreement. The Deliverable payments shall be calculated as follows:

$$\text{EXTENDED AMOUNT}^1 = \text{DELIVERABLE AMOUNT} - 10\% \text{ DELIVERABLE HOLDBACK}$$

The "Amount" allocated for each of Task 1 (Project Management), Task 2.1 (Technical and Operational Support Progress Reports), Task 9 (Training) and Task 11 (Software and System Migration Support) under Exhibit A (Statement of Work) is a "not to exceed" price for such Work, which Work will be performed on a time and materials basis in accordance with the Hourly Labor Rates shown in Schedule B.1 (Hourly Labor Rates) attached to this Exhibit B. All other Tasks and Deliverables will be performed on a firm fixed price ("FFP") basis. Task 2.2 (Recommendations for changes to Operational Strategies, etc.) and Task 11 (Software and System Migration Support) under Exhibit A (Statement of Work) are subject to prior written approval of scope and fee.

TASK #	TASK/DELIVERABLE DESCRIPTION	DELIVERABLE DUE DATE (WEEKS FROM NOTICE TO PROCEED)	DELIVERABLE AMOUNT	10% HOLDBACK *	EXTENDED AMOUNT <sup>1</sup>
1 <sup>T</sup>	Project Management	-	\$180,000	\$18,000	\$162,000
2.1 <sup>T</sup>	Technical and Operational Support Progress Reports	-	\$15,000	\$1,500	\$13,500
2.2	Recommendations for Changes to Operational Strategies, Reporting, etc.	-	\$80,000	\$8,000	\$72,000
3.1(a)	High Level Data Mapping Design - Draft	6	\$25,000	\$2,500	\$22,500
3.1(b)	High Level Data Mapping Design - Final	6	\$5,000	\$500	\$4,500
3.2	Enhanced KITS Version/ Automatic Coordinate Generation	8	\$20,000	\$2,000	\$18,000
3.3(a)	KITS Acceptance Test Procedure – Draft	8	\$30,000	\$3,000	\$27,000
3.3(b)	KITS Acceptance Test Procedure – Final	12	\$10,000	\$1,000	\$9,000
3.4	Enhanced KITS Software Walk-Through with County	12	\$15,000	\$1,500	\$13,500

**EXHIBIT B – PRICE AND SCHEDULE OF PAYMENTS**

3.5	Completion of KITS Acceptance Test	16	\$10,000	\$1,000	\$9,000
3.6	Go-Live	17	\$5,000	\$500	\$4,500
3.7 <sup>K</sup>	Final Acceptance	26	\$5,000	\$500	\$4,500
4.1(a)	KITS CDI Design Document with XML Schema and WSDL – Draft	12	\$15,000	\$1,500	\$13,500
4.1(b)	KITS CDI Design Document with XML Schema and WSDL – Final	16	\$5,000	\$500	\$4,500
4.2	KITS CDI Software Demonstration Review	16	\$50,000	\$5,000	\$45,000
4.3	IEN XML CDI Acceptance Test Report	20	\$40,000	\$4,000	\$36,000
4.4	Go-Live	24	\$20,000	\$2,000	\$18,000
4.5 <sup>K</sup>	KITS CDI Final Acceptance	38	\$15,000	\$1,500	\$13,500
5.1(a)	KITS C2C Interface and KITS IEN CDI Maintenance Guide - Draft	28	\$20,000	\$2,000	\$18,000
5.1(b) <sup>K</sup>	KITS C2C Interface and KITS IEN CDI Maintenance Guide Final	38	\$5,000	\$500	\$4,500
6.1	LA County Agency IEN Installation and KITS Upgrade for	-	-	-	-
	Agoura Hills	60	\$32,000	\$3,200	\$28,800
	Commerce	48	\$32,000	\$3,200	\$28,800
	San Dimas	50	\$32,000	\$3,200	\$28,800
	Claremont	54	\$32,000	\$3,200	\$28,800
6.2	IEN Integration Report for Culver City and Beverly Hills – Draft	56	\$15,000	\$1,500	\$13,500
6.3 <sup>K</sup>	IEN Integration Report for Culver City and Beverly Hills – Final	62	\$5,000	\$500	\$4,500
7.1	KITS Enhancements Group 1	-	-	-	-
7.1(a)	Critical Design Review	20	\$80,000	\$8,000	\$72,000
7.1(b)	Acceptance Test Plan – Draft	24	\$60,000	\$6,000	\$54,000
7.1(c)	Acceptance Test Plan – Final	32	\$20,000	\$2,000	\$18,000
7.1(d)	Acceptance Test Report	36	\$60,000	\$6,000	\$54,000
7.1(e)	Go-Live	40	\$125,000	\$12,500	\$112,500
7.1(f) <sup>K</sup>	Final Acceptance	56	\$50,000	\$5,000	\$45,000
7.2	KITS Enhancements Group 2	-	-	-	-
7.2(a)	Critical Design Review	40	\$60,000	\$6,000	\$54,000
7.2(b)	Acceptance Test Plan	46	\$45,000	\$4,500	\$40,500
7.2(c)	Acceptance Test Report	58	\$60,000	\$6,000	\$54,000
7.2(d)	Go-Live	80	\$110,000	\$11,000	\$99,000
7.2(e) <sup>K</sup>	Final Acceptance	84	\$40,000	\$4,000	\$36,000
7.3	KITS Enhancements Group 3	-	-	-	-



**EXHIBIT B – PRICE AND SCHEDULE OF PAYMENTS**

7.3(a)	Critical Design Review	66	\$20,000	\$2,000	\$18,000
7.3(b)	Acceptance Test Plan	72	\$17,000	\$1,700	\$15,300
7.3(c)	Acceptance Test Report	78	\$40,000	\$4,000	\$36,000
7.3(d)	Go-Live	84	\$23,000	\$2,300	\$20,700
7.3(e) <sup>K</sup>	Final Acceptance	94	\$17,000	\$1,700	\$15,300
7.4	Miscellaneous Enhancements	-	-	-	-
7.4(a)	Critical Design Review	66	\$10,000	\$1,000	\$9,000
7.4(b)	Demonstration of Functionality	72	\$15,000	\$1,500	\$13,500
7.4(c)	Go-Live	78	\$20,000	\$2,000	\$18,000
7.4(d) <sup>K</sup>	Final Acceptance	90	\$5,000	\$500	\$4,500
8	Updated User Documentation	-	-	-	-
8.1	Electronic Copies of System User's, Maintenance, and Quick Start Guides – Draft	80	\$45,000	\$4,500	\$40,500
8.2 <sup>K</sup>	Electronic Copies of the System User's, Maintenance, and Quick Start Guides – Final	95	\$10,000	\$1,000	\$9,000
9.0 <sup>T</sup>	Training	-	\$35,000	\$3,500	\$31,500
	<b>TOTAL – IMPLEMENTATION COST</b>	-	<b>\$1,685,000</b>	<b>\$168,500</b>	<b>\$1,516,500</b>
10	KITS Mobile App (\$25,000 per year up to 2 County Devices /5 Users)	-	\$150,000	\$15,000	\$135,000
11 <sup>T</sup>	Software and System Migration Support	-	\$80,000	\$8,000	\$72,000

\* Holdbacks will be released to Contractor upon completion of Key Deliverable.

# Contractor will be paid for Additional Work following Contractor's completion and County's approval of such Work in accordance with the applicable Scope of Work and the terms of this Agreement

K Key Deliverable

T Time and Materials

**3. MAINTENANCE FEES**

County will pay Contractor the Maintenance Fees monthly in arrears (Monthly Fees), or as otherwise may be required by County, calculated based on the Annual Fee of \$72,500 for each year of System Maintenance up to 4 years during the Initial Term and based on the Annual Fee of \$75,000 for each year of System Maintenance up to 2 years during the Extended Term, as may be appropriately adjusted for Service Credits or other adjustments allowed under the terms of the Agreement. Annual Fees shall not increase during the Initial Term or Extended Term.

MAINTENANCE FEES	ANNUAL FEE	TOTAL
Initial Term (Year 1-4)	\$72,500	\$290,000
Extended Term (Year 5-6)	\$75,000	\$150,000
<b>TOTAL MAINTENANCE FEES</b>		<b>\$440,000</b>



**4. HOSTING FEES**

Following County's approval of Deliverable 10.1 (KITS mobile application (loaned mobile devices)), County will pay Contractor the Hosting Fees monthly in arrears (Monthly Fees), or as otherwise may be required by County, calculated based on the Annual Fee of \$25,000 for each year of Hosting Services, as may be appropriately adjusted for Service Credits or other adjustments allowed under the terms of the Agreement. Annual Fees shall not increase during the Initial Term or Extended Term.

$$\text{ANNUAL FEE} = \text{HOSTING FEE} + \text{MAINTENANCE FEE}$$

Task 10 (KITS Mobile App) is a Hosting Service. For the purpose of Holdbacks, the Key Deliverable for Hosting Services will be the completion of each full year of Hosting Services.

HOSTING FEES	ANNUAL FEE	TOTAL
Agreement Year 1-6	\$25,000	\$150,000
<b>MAXIMUM TOTAL HOSTING FEES</b>		<b>\$150,000</b>

**5. ADDITIONAL WORK**

Any agreed upon Additional Work shall be provided in accordance with *Paragraphs 5.3 (Additional Work) and 8.4 (Additional Work) of the Base Agreement* following agreement on a not-to-exceed Maximum Fixed Price and the Scope of Work. All travel and living expenses must be included in the Maximum Fixed Price quoted. If included in the Maximum Fixed Price, such travel and living expenses may be reimbursed only if reasonable, are quoted and approved in advance by County, are based on actual expenditures and do not exceed County's then current travel expense reimbursement rates.

Any Professional Services provided by Contractor to County as part of Additional Work under the Agreement shall be calculated using the Hourly Labor Rates set forth in Schedule B.1 (Hourly Labor Rates). The Hourly Labor Rates shall not increase during the Initial Term of the Agreement and shall increase by no more than COLA only in the first year of the Extended Term, capped at 3%, during such first year of the Extended Term of the Agreement.

This Agreement allocates the maximum amount of \$302,000 in Pool Dollars. Pool Dollars may be used for acquiring Additional Work provided by Contractor pursuant to the applicable terms of the Agreement, as specified above, by executing a Change Notice in accordance with *Paragraph 4.2 (Change Notices) of the Base Agreement*. Following acquisition of Additional Work using Pool Dollars, Schedule B.2 (Additional Work Schedule) shall be updated by County to reflect the Additional Work acquired and the remaining Pool Dollars balance.

**6. CONTRACT SUM**

Contract Sum shall be County's maximum obligation under the Agreement and shall include the cost of the Solution, Implementation Services, System Maintenance and Pool Dollars for Additional Work. The Contract Sum under the Agreement, including any and all sales tax amounts, is Two Million and Seven Hundred Thousand Dollars (\$2,700,000) and includes the following components:

**EXHIBIT B – PRICE AND SCHEDULE OF PAYMENTS**

<b>CONTRACT SUM COMPONENTS</b>	<b>TOTAL</b>
Implementation Cost (Tasks 1 – 9)	\$1,685,000
Hosting Services Fees (Task 10)	\$150,000
Software and System Migration Support (Task 11)	\$80,000
Maintenance Fees	\$440,000
Direct Project Expenses	\$43,000
Pool Dollars	\$302,000
<b>CONTRACT SUM</b>	<b>\$2,700,000</b>

NOTE: Standard County deliverable review period – 3 weeks.

**SCHEDULE B.1**  
**HOURLY LABOR RATES**  
**FOR**  
**INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM**  
**PHASE II**



**1. HOURLY RATES**

Professional Services under the Agreement shall be provided by Contractor at the Hourly Labor Rates which shall not exceed the rates set forth in this Schedule B.1.

CLASSIFICATION	HOURLY LABOR RATE
SUPPORT STAFF	\$ 105.00
ANALYST	\$ 150.00
PROFESSIONAL I	\$190.00
SOFTWARE I	\$190.00
PROJECT MANAGER	\$255.00
PROFESSIONAL II	\$275.00
SOFTWARE II	\$275.00
PROJECT DIRECTOR	\$285.00
PRINCIPAL	\$295.00
PROJECT EXECUTIVE	\$295.00

**2. KEY STAFF – PHASE II**

Key Staff	Classification
Pierre Pretorius	PROJECT EXECUTIVE
Jean Fares	PRINCIPAL
Hubert Adams	SOFTWARE II
Alyssa Phaneuf	PROFESSIONAL II
Doug Gettman	PROFESSIONAL II
Jason Castillo	PROJECT DIRECTOR
Stewart Allen	PROJECT MANAGER
Sasa Mitrovic	SOFTWARE I
David Tai	SOFTWARE I
Chris Early	SOFTWARE I
Niko Carrizo	SOFTWARE I
Mark Wood	ANALYST
Joe Joyce	ANALYST
Matthew Tinney	ANALYST
Colleen Lichtenberger	SUPPORT STAFF
Catherine Occhiline	SUPPORT STAFF
Robert Dykman	SUPPORT STAFF
Jessica Jenson	SUPPORT STAFF

**SCHEDULE B.2**  
**ADDITIONAL WORK SCHEDULE**  
**FOR**  
**INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM**  
**PHASE II**

**SCHEDULE B.2**  
**ADDITIONAL WORK SCHEDULE**

This Schedule B.2 shall document and track expenditure of all Pool Dollars for Additional Work provided by Contractor during the term of the Agreement.

**1. ADDITIONAL WORK**

ITEM No.	DESCRIPTION / TYPE	REQUEST DATE	DELIVERY DATE	COUNTY APPROVAL DATE	MAXIMUM FIXED PRICE
	SUBTOTAL (items completed & approved by County)				\$

Professional Services shall be provided by Contractor to County at the Hourly Labor Rates not exceeding those set forth in Schedule B.1 (Hourly Labor Rates), which shall not increase during the Initial Term of the Agreement and may increase during the Extended Term, but only as provided in Section 5 (Additional Work) of Exhibit B (Price and Schedule of Payments).

**2. POOL DOLLARS**

EVENT (Effective Date, Change Notice, Amendment)	EVENT DATE	ADJUSTED AMOUNT ("+", "-")	REMAINING AMOUNT
Effective Date			\$0.00



**EXHIBIT C**  
**SYSTEM MAINTENANCE**  
**FOR**  
**INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM**  
**PHASE II**

## 1. GENERAL

This Exhibit C sets forth the scope of, and Contractor's service level commitment regarding, the maintenance, operational support, hosting and monitoring of the Solution, including, but not limited to, service levels consisting of Maintenance Services, Support Services, correction of Deficiencies and County's remedies for Contractor's failure to meet the service level commitment specified herein. Capitalized terms used in this Exhibit C without definition shall have the meanings given to such terms in the Base Agreement.

Throughout the term of the Agreement and in exchange for the payment of the Maintenance Fees in the amounts set forth in Exhibit B (Price and Schedule of Payments), Contractor shall provide System Maintenance, including Maintenance Services and Support Services, for the Application Software pursuant to the applicable terms of the Agreement, including this Exhibit C, Monday through Friday from 7 A.M. to 6 P.M. Pacific Standard Time (PST) (hereinafter "Business Hours"). Contractor shall be available via electronic mail during all other hours to respond to any request for Level 1 System Maintenance arising from a Level 1 Severity Deficiency. Contractor shall contact County by 10 A.M. following receipt of a Level 1 Severity Deficiency occurring outside of the Business Hours. County's Project Manager will submit a request for System Maintenance via electronic mail (email). System Maintenance emails reporting System Software Deficiencies will be followed up by the County's Project Manager via electronic mail (email) or Sharepoint site for Contractor's record keeping. System Maintenance Services provided by Contractor under the Agreement shall include, but not be limited, to performing the tasks set forth below in this Exhibit C.

## 2. SYSTEM MAINTENANCE

- 2.1 County shall endeavor to reasonably provide Contractor with information and assistance necessary to detect, simulate, reproduce and correct Deficiencies; however, regardless of the level of assistance provided by County, Contractor, solely, is responsible for the timely correction of all Deficiencies. County is responsible for maintaining a virtual private network ("VPN") connection into the traffic network. Contractor shall provide downloadable electronic System Software Updates to provide County with avoidance procedures including related Documentation, if necessary, to correct any Deficiencies to the System Software; provided that County shall not be responsible for System Software errors or malfunctions resulting from downloading or installing such Software Updates.
- 2.2 Contractor shall notify County as Software Updates to the Application Software become available. Such Software Updates to the Application Software shall be available for County for downloading or otherwise installing without additional License fees or Service Fees. Software Updates to the Application Software that do not require integration into the System will be provided at no additional cost to County. For features that require integration with County-Owned Customizations, an estimate will be provided that details projected effort to integrate the feature into the System. Integration time will be charged on a time and materials basis, calculated by multiplying the amount of hours worked by the applicable Hourly Labor Rates set forth in Schedule B.1 (Hourly Labor Rates) to Exhibit B (Price and Schedule of Payments). Any Software Updates to the Application Software necessary to remedy security problems in the System (e.g., closing "back doors" or other intrusion-related problems), whether identified by Contractor, County or a third party, shall be provided to County within ten (10) calendar days of Contractor's knowledge of the existence of such security problems.

- 2.3 County will notify Contractor within seven (7) calendar days of County’s decision to update a Microsoft or another third party vendor of any security patch for the operating system software. Contractor shall test the compatibility of the security patch with the Application Software in its laboratory facility, and shall confirm compatibility and report its findings to County within fourteen (14) calendar days after the release of such security patch and shall, at no additional cost to County beyond the Service Fees, provide Software Updates to the Application Software necessary to make such operating system software security patch compatible with the System within thirty (30) calendar days after the release of the security patch by Microsoft or another third party vendor, as applicable. In the event it is determined during testing that the operating system security patch is not compatible with a third-party software product, Contractor shall provide County with an operational plan to protect the integrity of the System Software until such time as the third-party product is modified by the third party vendor.
- 2.4 County shall notify Contractor thirty calendar (30) days prior to the planned installation of any service packs, third party software updates or system upgrades to the existing version of operating system software or third party software. Contractor shall verify the compatibility of the service pack, third party software update or system upgrade with the System Software in its laboratory facility and report its findings to the County within fourteen (14) calendar days after notification from County of its planned installation of the service pack, third party software update or system upgrade, and shall, at no additional cost to County beyond the Service Fees, provide Software Updates to the Application Software necessary to make such operating system software service packs, third party software update or system upgrade compatible with the System Software within forty-five (45) calendar days after the notification by County. In the event it is determined during testing that the operating system service pack, third party software update or system upgrade is not compatible with another third-party software product, Contractor shall provide County with an operational plan to protect the integrity of the System Software until such time as the third-party product is modified by the third party vendor. This System Maintenance task includes making updates to the System Software as required because of third party software changes and providing the updated version of KITS.
- 2.5 Contractor shall provide System Maintenance for Custom Programming Modifications, Customizations and Interfaces developed by Contractor at no additional cost to County beyond the Service Fees.
- 2.6 Contractor shall provide System Maintenance for Third Party Software that is deemed to be part of the Application Software, as described in Attachment A.2 (Software Configuration) at no additional cost to County beyond the Service Fees, regardless of whether the license to such Third Party Software is obtained through Contractor or through an extension of an existing County license with such Third Party Software provider.
- 2.7 If requested in writing by County’s Project Director, Contractor shall provide database administration tasks for the System, at the price set forth for “Database Administration” in Exhibit B (Price and Schedule for Payments). County may terminate database administration at any time providing thirty (30) days written notice to Contractor. The database administration tasks shall include, but not be limited to, the following:
1. Validation and installation of database patches within thirty (30) days of the release of such patches.
  2. Backup routines to export the entire database shall occur on a daily basis.



3. On a weekly basis, checking the database log files to verify backup data.
  4. Every calendar quarter, tuning and optimizing the database, checking log files, disk space availability and other similar tasks.
- 2.8 If County submits a request for such System Maintenance, Contractor shall diagnose the Deficiency and determine whether it is caused by the System Software. Such diagnosis and determination shall be included in the scope of System Maintenance hereunder and provided without additional charge, even if the condition is ultimately determined to be caused by System Hardware, operating system software or user error and not by the System Software. Contractor shall be responsible for fixing Deficiencies that arise as a result of modifications made to the current version of operating system software in use by County as of the Effective Date or as updated by mutual agreement of County and Contractor. Contractor shall specify the item of such System Hardware or operating system software that caused the apparent Deficiency. If Contractor diagnoses the Deficiency and determines that the problem is caused by a communications or controller issue and County agrees with such diagnosis, County shall reimburse Contractor for such Work, the cost of which shall be calculated by adding: (i) the number of hours worked on-site by Contractor to correct such communications-related Deficiency multiplied by the applicable Hourly Labor Rates set forth in Schedule B.1 (Hourly Labor Rates) to Exhibit B (Price and Schedule of Payments), plus (ii) reimbursement of Contractor's Out-of-Pocket Expenses. Reimbursement shall occur via the Software and System Migration Support task as specified in Exhibit A (Statement of Work).
- 2.9 System Maintenance requests must be initiated by email to a Contractor-created unique email address for the sole use of County to send problem reports. County staff shall follow up the email with information uploaded to the Sharepoint site containing the information set forth in items (a) through (i) below. Such information shall be required if Downtime Credits are to be applied. Contractor shall provide monthly reports to County, which shall include the following data:
1. Problem Number-to be completed by Contractor;
  2. Date and time reported;
  3. Person reporting the problem and phone number;
  4. Facility or program location where problem occurred;
  5. Location of the problem;
  6. Sequence of events before the problem was found;
  7. Description of the problem;
  8. Video, Screen shot, or "Snag it" of problem, if applicable;
  9. Problem Severity Level;
  10. Resolution status and estimated fix date
  11. Resolution plan and results

### **3. CORRECTIVE MAINTENANCE**

- 3.1 As part of System Maintenance, Contractor shall perform corrective maintenance to correct any failure of the Application Software and to remedy Deficiencies (collectively, "Corrective

Maintenance”), such that the System Software operates in accordance with Exhibit A (Statement of Work).

- 3.2 In the event that Corrective Maintenance is required of Contractor, County will notify Contractor of the need for Corrective Maintenance, and County’s Project Manager, in County’s Project Manager’s sole judgment, will determine if the error or malfunction is a Level 1 Severity, Level 2 Severity or Level 3 Severity (each, a “Problem Severity Level”) as follows:
1. “Level 1 Severity” means an error or malfunction, including a Deficiency, that causes the System Software or a component or application of the System Software to halt processing, and for which no reasonable workaround, other than a workaround developed by Contractor under Section 3 (Corrective Maintenance) of this Exhibit, as part of System Maintenance, is available.
  2. “Level 2 Severity” means an error or malfunction, including a Deficiency, that prohibits required functionality, but at the time of the error or malfunction, a reasonable workaround is available to proceed, and such workaround does not substantially impair County’s normal business operations.
  3. “Level 3 Severity” means an error or malfunction, including a Deficiency, which is inconvenient or an annoyance but does not affect functionality.
- 3.3 Contractor shall provide Corrective Maintenance in accordance with this Section 3 (Corrective Maintenance), as described below:
1. For Level 1 Severity Deficiencies, Contractor shall provide expedient action to determine if there is a Deficiency. If Contractor reasonably determines that there is a Deficiency, Contractor shall provide continuous action to correct the Deficiency. If a workaround restoring functionality is not provided within twenty-two (22) Business Hours (e.g., two Business Days) and the Deficiency is not corrected within thirty (30) Business Days, Downtime Credits may be applied pursuant to Section 4 (Downtime Credits) of this Exhibit C.
  2. For Level 2 Severity Deficiencies, Contractor shall provide expedient action to determine if there is a Deficiency. If Contractor reasonably determines that there is a Deficiency, Contractor shall provide ongoing and diligent action to correct the Deficiency. If a workaround restoring functionality is not provided within ten (10) Business Days and the Deficiency is not corrected within sixty (60) Business Days, Downtime Credits may be applied pursuant to Section 4 (Downtime Credits) of this Exhibit C.
  3. For Level 3 Severity Deficiencies, Contractor shall provide expedient action to determine if there is a Deficiency. If Contractor reasonably determines that there is a Deficiency, Contractor shall provide ongoing and diligent action to correct the Deficiency. If not corrected within ninety (90) Business Days, Downtime Credits may be applied pursuant to Section 4 (Downtime Credits) of this Exhibit C.

#### **4. DOWNTIME CREDITS**

##### **4.1 GENERAL**

The term “Downtime” shall mean and refer to the time when a Deficiency continues without a workaround or resolution in excess of the amount of time permitted to resolve the Deficiency pursuant to Section 3(Corrective Maintenance) of this Exhibit C. Downtime credits shall accrue



under this Exhibit C for Contractor's failure to maintain Application Software reliability, for failure to timely correct Deficiencies and for the System's failure to satisfy Response Time Tests (as defined below), all as described in more detail below (collectively and individually, "Downtime Credits"). The amount of the Downtime will depend on the extent and duration of Contractor's continuing failures. The amount of time elapsed for the calculation of Downtime will be determined by the timestamp of the update to the Sharepoint site edited by County. Time elapsed shall only accrue during Business Hours. Downtime can only be applied if (and during such period as when) County maintains VPN connectivity into the traffic network. County may not initiate a Level 3 Severity service request on functionality contained within the existing Baseline Application that otherwise meets the requirements and specifications set forth in Exhibit A (Statement of Work). Such Downtime only applies to System Software failures. Hardware failures are not subject to Downtime.

#### **4.2 DOWNTIME CREDITS – CORRECTIVE MAINTENANCE RESPONSE TIME FAILURES**

If Contractor fails to provide Corrective Maintenance on a timely basis in accordance with Section 3 (Corrective Maintenance) of this Exhibit C, then in each instance Downtime Credits shall accrue for the benefit of County, calculated as set forth below:

1. For Level 1 Severity Deficiencies, Downtime Credits equal to one thirtieth (1/30) of the aggregate monthly Maintenance Fee for each twenty-four (24) hours the Level 1 Severity Deficiency continues: (a) without a workaround beyond twenty-two (22) hours from notice from County of such error or malfunction, or (b) without a resolution beyond thirty (30) Business Days from notice from County of such Deficiency.
2. For Level 2 Severity Deficiencies, Downtime Credits will not be applied. Instead, the County will withhold payment of the current monthly maintenance invoice if the Level 2 Severity Deficiency continues: (a) without a workaround beyond ten (10) Business Days from notice from County of such error or malfunction, or (b) without a resolution beyond sixty (60) Business Days from notice from County of such Deficiency.
3. For Level 3 Severity Deficiencies, Downtime Credits will not be applied. Instead, the County will withhold payment of current monthly maintenance invoice if the Level 3 Severity Deficiency continues without a workaround beyond ninety (90) Business Days from notice from County of such Deficiency.

#### **4.3 DOWNTIME CREDITS – SYSTEM SOFTWARE RESPONSE TIME**

Any Deficiencies which are identified as a result of the Response Time monitoring procedures set forth in Paragraph 5 (Response Time Warranty) shall be considered Level 2 Severity Deficiencies. Downtime Credits for Contractor's failure to remedy the Deficiency causing the System to fail to meet Response Times shall accrue as set forth in Paragraph 2.

### **5. RESPONSE TIME WARRANTY**

- 5.1 "Response Time" means the elapsed time from the entry of a query at the workstation, to the time the workstation fully displays the complete response exclusive of connectivity latencies. To demonstrate the response time independent of connectivity latencies, a controller shall be directly connected to the communication server serial port. This controller shall be used to measure all transactional queries.
- 5.2 Transactional queries, defined as an upload or download of a single controller database page or a single controller command, must have a Response Time of not more than 10 seconds.



- 5.3 The Response Time for report and transactional queries shall be defined during Acceptance testing as specified in Task 7 (KITS Enhancements) of Exhibit A (Statement of Work). It is understood that the response time for the reports shall be dependent on the complexity of the report and the number of the records contained within the related database tables. If there is a significant increase in Response Time, County may report this as a Response Time Deficiency.
- 5.4 County shall determine Response Time Deficiencies in accordance with a mutually agreed upon Response Time verification procedure, which isolates connectivity latencies.
- 5.5 County shall report Response Time Deficiencies as Level 2 Severity. Contractor shall be responsible to resolve all hardware compatibility and software issues causing Response Time Deficiencies, excluding connectivity latencies.

**EXHIBIT D**  
**ADMINISTRATION OF AGREEMENT**  
**FOR**  
**INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM**  
**PHASE II**

**EXHIBIT D**

**ADMINISTRATION OF AGREEMENT**

**1. COUNTY KEY PERSONNEL**

AGREEMENT NO. \_\_\_\_\_

**COUNTY'S PROJECT DIRECTOR:**

Name: Jane White  
Title: Senior Civil Engineer  
Address: 900 South Fremont Avenue  
Alhambra, CA 91803  
Telephone: (626) 300-2020  
Facsimile: (626) 979-5319  
E-Mail Address: jwhite@dpw.lacounty.gov

**COUNTY'S PROJECT MANAGER:**

Name: Ron Matsuoka  
Title: Associate Civil Engineer  
Address: 900 South Fremont Avenue  
Alhambra, CA 91803  
Telephone: (626) 300-2036  
Facsimile: (626) 979-5319  
E-Mail Address: rmatsuoka@dpw.lacounty.gov

**DIRECTOR:**

Name: Gail Farber  
Title: Director of Public Works  
Address: 900 South Fremont Avenue  
Alhambra CA, 91803  
Telephone: (626) 458-4002  
Facsimile: (626) 979-5319  
E-Mail Address: gfarber@dpw.lacounty.gov



**EXHIBIT D**

**ADMINISTRATION OF AGREEMENT**

**2. CONTRACTOR KEY PERSONNEL**

AGREEMENT NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Jason Castillo  
Title: Sr. Associate  
Address: 7740 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020  
Telephone: 602-906-1108  
Facsimile: (602-944-7423)  
E-Mail Address: Jason.Castillo@kimley-horn.com

**CONTRACTOR'S PROJECT MANAGER:**

Name: Stewart Allen  
Title: Associate  
Address: 7740 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020  
Telephone: 602-371-4563  
Facsimile: (602-944-7423)  
E-Mail Address: Stewart.Allen@kimley-horn.com

**CONTRACTOR'S PROJECT EXECUTIVE:**

Name: Pierre Pretorius  
Title: Principal  
Address: 7740 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020  
Telephone: 602-906-1166  
Facsimile: (602-944-7423)  
E-Mail Address: Pierre.Pretorius@kimley-horn.com

**EXHIBIT E**  
**CONFIDENTIALITY AND ASSIGNMENT AGREEMENT**  
**FOR**  
**INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM**  
**PHASE II**

**EXHIBIT E**  
**CONFIDENTIALITY AND ASSIGNMENT AGREEMENT**

**CONTRACTOR: KIMLEY-HORN AND ASSOCIATES, INC.**

**1. GENERAL INFORMATION**

The organization identified above (“Contractor”) is under contract (“Contract”) to provide Work (as such term is defined in the Contract) to the County of Los Angeles (“County”). County requires each employee, agent, consultant, outsourced vendor and independent contractor of this Contractor performing Work under the Contract to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Contractor, by executing this Confidentiality and Assignment Agreement (“Agreement”), represents that it shall ensure each such staff member's compliance with the obligations regarding such data and information, as set forth in the Base Agreement, including this Exhibit E.

**2. CONTRACTOR ACKNOWLEDGMENT**

Contractor understands and agrees that all of Contractor’s, or any subcontractor’s, staff that will provide Work pursuant to the above-referenced Contract are Contractor’s, or any subcontractor’s, sole responsibility. Contractor understands and agrees that its, or any subcontractor’s, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff’s performance of Work under the above-referenced Contract.

Contractor understands and agrees that its, or any subcontractor’s, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Work under the above-referenced Contract. Contractor understands and agrees that its, or any subcontractor’s, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

**3. CONFIDENTIALITY**

Contractor, any subcontractor, and their staff, by virtue of performing Work under the above-referenced Contract, may come in contact with (i) Confidential Information (as such term is defined in the Base Agreement to the Contract), (ii) data and information, which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations doing business with County Contractor, any of its subcontractors (collectively for the purpose of this Exhibit E “Confidential Information”). By signing this Agreement, Contractor agrees that, by virtue of involvement in the Work under the Contract, it, any subcontractor, and their staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Paragraph 18 (Confidentiality and Security) of the Base Agreement and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal,



report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person or otherwise disclose any Confidential Information obtained while performing Work under the above-referenced Contract; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Work pursuant to the Contract. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such information in their possession or care to County's Project Manager under the Contract.

Contractor agrees to report to County's Project Manager under the Contract any and all violations of this Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to County's Project Manager under the Contract upon completion of the above-referenced Contract, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

**4. ASSIGNMENT OF PROPRIETARY RIGHTS**

All County Materials (as defined in the Base Agreement of the Contract) shall belong exclusively to County whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all County Materials shall be deemed to be "works made for hire" under the United States Copyright Act, and County shall be deemed to be the author thereof.

If and to the extent any County Materials are determined not to constitute "works made for hire", or if any rights in the County Materials do not accrue to County as a work made for hire, Contractor agrees to ensure that all right, title and interest in such County Materials, including but not limited to all copyrights, patents, trade secret rights and other proprietary rights in or relating to the County Materials, are irrevocably assigned and transferred to County to the maximum extent permitted by law. Without limiting the foregoing, Contractor agrees to ensure that (i) all economic rights to the County Materials, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey, and otherwise exploit the County Materials, are assigned and transferred to County; (ii) County is entitled to any and all modifications, uses, publications and other exploitation of the County Materials without consequences; and (iii) County obtains United States or foreign letters patent, copyright registrations and other proprietary rights covering inventions and original works of authorship in the County Materials.

Contractor agrees to execute all necessary documents and to perform all other acts in order to assign all of Contractor's right, title and interest in the County Materials to County in accordance with the Base Agreement.

**SIGNED** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINTED** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**EXHIBIT F**  
**CONTRACTOR’S EEO CERTIFICATION**  
**FOR**  
**INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM**  
**PHASE II**

**EXHIBIT F**  
**CONTRACTOR'S EEO CERTIFICATION**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries and holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CERTIFICATION**

- |   | YES | NO  |
|---|-----|-----|
| 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.  | ( ) | ( ) |
| 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.  | ( ) | ( ) |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.   | ( ) | ( ) |
| 4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | ( ) | ( ) |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)



**EXHIBIT G**  
**JURY SERVICE ORDINANCE**  
**FOR**  
**INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM**  
**PHASE II**

**TITLE 2 ADMINISTRATION**  
**CHAPTER 2.203.010 THROUGH 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

**TITLE 2 ADMINISTRATION**

**CHAPTER 2.203.010 THROUGH 2.203.090**

**CONTRACTOR EMPLOYEE JURY SERVICE**

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.



**TITLE 2 ADMINISTRATION**  
**CHAPTER 2.203.010 THROUGH 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**EXHIBIT H**  
**SAFELY SURRENDERED BABY LAW**  
**FOR**  
**INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM**  
**PHASE II**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafeia.org](http://www.babysafeia.org)





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

[www.babysafela.org](http://www.babysafela.org)

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

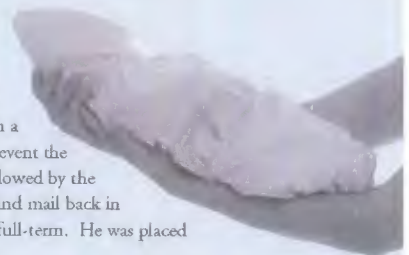
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysatela.org](http://www.babysatela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

### La Ley de Entrega de Bebés sin Peligro de California permite la

entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

### ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

### ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

### ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

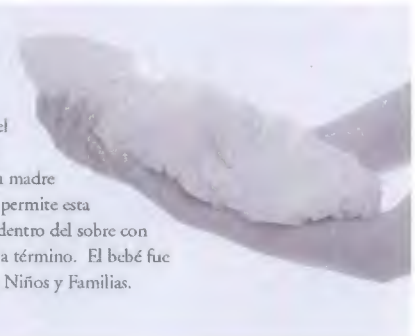
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





**EXHIBIT I**  
**SOURCE CODE ESCROW AGREEMENT**  
**FOR**  
**INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM**  
**PHASE II**  
**(IF ANY)**



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

February 6, 2014

IN REPLY PLEASE

REFER TO FILE: T-6

TO: Each Supervisor

FROM: Gail Farber

Director of Public Works

### **ADVANCE NOTIFICATION – INTENT TO SUBMIT REQUEST TO AWARD A SOLE-SOURCE AGREEMENT FOR AN INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM WITH KIMLEY-HORN AND ASSOCIATES, INC., ENHANCEMENT AND CONTINUED MAINTENANCE**

#### Notification

This is to notify the Board of Public Works' intent to commence contract negotiations with Kimley-Horn and Associates, Inc., for enhancements and continued maintenance of the Kimley-Horn Integrated Transportation System (KITS). KITS is the County's existing traffic control system for the unincorporated areas of the County and participating cities. It is anticipated that the proposed agreement will be for an initial term of 4 years with one 2-year option and a not-to-exceed cost of \$2,700,000. Funds will be provided by the Los Angeles County Metropolitan Transportation Authority grant funds and the County's Proposition C Local Return funds as the required match.

#### Purpose

On October 19, 2004, Agenda Item 39, the Board approved an agreement with Kimley-Horn in the amount of \$2,072,250 for the procurement and maintenance of KITS. The initial term commenced on November 4, 2004, and continued until November 1, 2012. Supplemental Agreement 1, executed on October 11, 2011, under the Director's delegated authority, provided a no-cost revision to the payment schedule for additional enhancements and reduction in the training task for the system. On October 16, 2012, Agenda Item 19, the Board approved a supplemental agreement to exercise the first optional 2-year term and increase the maximum contract sum by \$155,000 to provide continued maintenance of the system. Public Works is now seeking a new sole-source agreement with Kimley-Horn to provide enhancements and continued maintenance of the system.

ENCLOSURE B

The enhancements to the system will provide additional features for operating traffic signals, monitoring and managing traffic conditions, and building upon the benefits achieved by the existing system. They will further improve the staff's ability to remotely diagnose traffic signal malfunctions, resolve traffic problems, and implement solutions in real time, which increases productivity by expediting and reducing the time required to perform maintenance.

In addition, an essential component of the proposed agreement will provide for an interface with the County's Information Exchange Network, allowing for the exchange of arterial traffic data and information between this system and other cities. This information sharing will provide for implementation of arterial traffic management strategies and coordinated traffic signal operations, which will provide for improved travel times on a regional basis.

#### Justification for Sole-Source Agreement with Kimley-Horn

1. KITS currently involves more than 650 intersections and is operated from Public Works' Traffic Management Center in Alhambra. KITS is a proprietary system, owned by Kimley-Horn, for which the County has been granted a perpetual and nonexclusive license. As a result, Kimley-Horn is the only firm that is able to perform revisions to the system. All other traffic control systems currently on the market are also proprietary and require all enhancements to be completed by the system's owners/licensors. Therefore, if the County pursued a competitive solicitation rather than this sole-source agreement, it would result in a need for another sole-source agreement in the future when the term of that agreement expires or when the system requires enhancements.
2. A key component of KITS is its interface with the County-owned traffic signal controller firmware LACO-4E. This firmware resides at the traffic signal and works in conjunction with KITS to manage the traffic signals. Currently, there is only one other system that can interface with LACO-4E.

If Public Works were to drop the requirement to operate with LACO-4E, it would require a substantial amount of field work and significant additional costs to replace traffic signal controllers and/or firmware. The additional costs are estimated to be in the range of \$5,000,000. If Public Works were to replace the system in lieu of a sole-source agreement, we estimate the cost would be in the range of \$500,000 to \$3,000,000. In addition, all 650 intersections would have to be reconfigured under the new system, which would cost approximately \$650,000. Please refer to the attached spreadsheet for a comparison of estimated costs to replace the system.



Each Supervisor  
February 6, 2014  
Page 3

3. Further justification is the key enhancement proposed to be included in the new agreement to report real-time traffic signal data. This reporting, called Historical Interval Timing, is unique to KITS and will provide the ability to quickly verify consistency and abnormalities in traffic signal operations and provide tools to generate and analyze performance metrics data. This data can be combined with travel time data from other field devices to provide substantially improved measures of effectiveness evaluation of the County's signal operations.

Public Works keeps current with industry trends in traffic management and control systems and, given the options provided above, believes that an enhanced KITS will not only keep pace with industry developments but will continue to be the best and the most cost-effective solution to meet our needs.

Public Works has been very satisfied with Kimley-Horn's performance and has found them to be very responsive and very good at adhering to schedule.

We are working with County Counsel to negotiate with the vendor and will return to the Board for approval of a new agreement. If you have any questions, please call me or your staff may contact Patrick V. DeChellis, Deputy Director, at (626) 458-4004.

JJW:mrh

P:\TLP\JWW\FILES\FILES\TRAITS\CONTRACT\TETAL\KITS\PHASE 2\KITSADVNOTIFYREV.

Attach.

cc: Chief Executive Office (Rita Robinson)  
Chief Information Office  
County Counsel  
Executive Office

## Attachment

Task	Sole-Source Agreement (Kimley-Horn)	Competitive Solicitation (Drop LACO-4E, Replace System)	Competitive Solicitation (Keep LACO-4E, Replace System)
Initial Term w/ 2-year option (Not-to-exceed Cost)	\$2,700,000	-	-
Estimated cost to replace system	-	\$500,000 to \$3,000,000	\$500,000* to \$3,000,000
Replace hardware; field work	-	\$5,000,000	-
Reconfigure Existing Intersections	-	\$650,000	\$650,000
<b>Total</b>	<b>\$2,700,000</b>	<b>\$6,150,000 to \$8,650,000</b>	<b>\$1,150,000* to \$3,650,000</b>

\* The low cost option would be associated with the Transuite System which is owned by TransCore ITS, Inc., who is the vendor for the County's Information Exchange Network project, the other primary system operating from Public Works' Traffic Management Center. This is currently the only other system that can interface with LACO-4E. Should Public Works proceed with this option, it would put us into a situation where we are working exclusively with one vendor for our two primary signal systems. Also, we have researched the Transuite System and believe our current KITS system is superior to it.